

**THIS AGREEMENT FOR SALE OF FLAT** is made on this day of September, 2018 **BETWEEN: (1) SRI DEEPNATH ROY CHOWDHURY (PAN ACWPR7683Q) (2) SRI RUPNATH ROY CHOWDHURY (PAN ADGPR5375Q) (3) SRI MEGHNATH ROY CHOWDHURY (PAN ADGPR5377N)** all sons of Late Dharendra Kishore Roy Chowdhury; all by faith Hindu; all by occupation Business; all by nationality Indian; all residing at 15B, Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019; all represented by their duly authorized Constituted Attorney

**SRI ROSHAN BURMAN** (PAN AZLPB3537D) son of Sri AnuBurman, by faith Hindu; by occupation Business; by nationality Indian, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata – 700027, collectively hereinafter referred to as the **OWNERS** (which expression shall mean and include each of their respective successors-in-interest and/or assigns) of the **FIRST PART**;

**AND**

**M/s CAPRICORN ESTATES**, a registered Partnership Firm (PAN AALFC7333H), registered under the Indian Partnership Act 1932, having its registered office at Capricorn Willows, Flat 1A, 73 ManickBandopadhyaySarani, Police Station Regent Park, Post Office Regent Park, Kolkata – 700 040, represented by one of its Partners **SRI ANU BURMAN** (PAN ADPPB5203J), son of Sri Bijay Kumar Burman, residing at 30, New Road, Police Station Alipore, Post Office Alipore, Kolkata – 700027, hereinafter referred to as the **DEVELOPER** (which expression shall mean and include its successors-in-interest and/or assigns) of the **SECOND PART**

**AND**

(PAN \_\_\_\_\_), son of Mr. \_\_\_\_\_, residing Flat No. \_\_\_\_\_, Police Station– \_\_\_\_\_, Post Office - \_\_\_\_\_, referred to as the **PURCHASER** (which expression shall mean and include his successors-in-interest and/or assigns) of the **THIRD PART**.

**W H E R E A S:**

A. One Smt. Tarulata Naskar, Gobinda Chandra Naskar, Paresh Chandra Naskar, Mahesh Chandra Naskar, Kartick Chandra Naskar, Smt. Lakshmi Purkait and Smt. Saraswati Naskar were absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land containing area of 3 cottahs 24 sqft more or less comprised in portion of R S Dag No 48, R S Khatian No.178, Mouza- Kalikapur, J L No. 20, R S No.2 formerly within Police Station Kasba now PurbaJadavpur, District South 24 Pargana, withing the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises

No.143, Kalikapur Main Road, Kolkata and were enjoying the same free from all encumbrances , liens, lispendents etc.

- B. One HirupadaSardar son of Late KanirqamSardar was absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs more or less.
- C. By a Bengali Kobala dated 20<sup>th</sup>Ashar, 1400 B.S. corresponding to 5<sup>th</sup> July, 1993 registered before the District Registrar Alipore and recorded in Book No.I, Bening No.9312 for the year 1993 the said HirupadaSardar as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 13 Satak equivalent to 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza – Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station – Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) in favour of one Sri Gobinda Chandra Naskar, Sri Paresch Chandra Naskar, Sri Mahesh Chandra Naskar and Sri Kartick Chandra Naskar all jointly mentioned therein as Purchasers at or for a valuable consideration mentioned thereunder which was subsequently mutated in the names of the said Purchasers along with the First Plot stated herein above and then known as portion of Premises No.143, Kalikapur Main Road, Kolkata and jointly thus became entitled to and became the absolute joint owners of the said other Plot.
- D. By an Indenture of Sale dated 8<sup>th</sup> August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.23, Pages 63 to 76, Being No.1118, for the year 1995 the Smt. TarulataNaskar and others all jointly as Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 3 Cottahs 24 Sq ft. more or less comprised in portion of R.S. Dag No.48, R.S. Khatian No.178, Mouza- Kalikapur, J.L. No. 20, R.S. No.2, formerly within Police Station Kasba, District South 24- Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.143, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of the said Plot.
- E. By an Indenture of Sale dated 08 August 1995, registered before the District Sub-Registrar-III and recorded in Book No. I, Volume No.24, Pages 53 to 66, Being No.1120, for the year 1995, the said Gobinda Chandra Naskar and others all jointly as

Vendors sold transferred and conveyed all that the aforesaid piece and parcel of land measuring 4 cottahs 7 chittaks 18 sq.ft. out of the entire land measuring 7 Cottahs 13 Chittaks more or less comprised in portion of R.S. Dag No.50, R.S. Khatian No.89, Mouza- Kalikapur, J.L. No.20, R.S. No.2, formerly within Police Station –Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No. 143, Kalikapur Main Road, Kolkata in favour of one Sri Dharendra Kishore Roy Chowdhury mentioned therein as Purchaser at or for a consideration mentioned thereunder and thus the said Purchaser became the absolute owner of the said other Plot.

- F. After such purchase as aforesaid the said Sri Dharendra Kishore Roy Chowdhury duly applied for and mutated his name in the records of the Kolkata Municipal Corporation, Ward No.106 (Jadavpur Unit) which was then known and numbered as Municipal Premises No.715, Kalikapur Main Road, Kolkata- 700 078.
- G. One Smt. MangalaDasi wife of Chand Mohan Das absolutely seized and possessed of well and sufficiently entitled to all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No.49, R S Khatian No. 121, MouzaKalikapur, J L No. 20, R S No. 2, formerly within Police Station Kasba, District South 24 Parganas, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then known and numbered as Premises No.399, Kalikapur Main Road, Kolkata and was enjoying the same free from all encumbrances, liens, lispendents etc.
- H. By a Bengali Kobala dated 24<sup>th</sup>Magh, 1374 B S corresponding to 7<sup>th</sup> day of February 1986 registered before the District Registrar Alipore and recorded in Book No.I, Volume No.23, Pages 192 to 197, Being No.868, for the year 1968 the said Smt. MangalaDasi as Vendor sold, transferred and conveyed all that piece and parcel of land measuring 16 Satak equivalent to 10 Cottahs more or less comprised in portion of R S Dag No 49, R S Khatian No 121 MouzaKalikapur, J L No.20 R S No.2 formerly within Police Station Kasba, District South 24 Parganas, in favour of one SmtIla Rani Basu mentioned therein as Purchaser at or for a valuable consideration mentioned thereunder and thus became entitled to and became the absolute owners of the such Plot.
- I. By an Indenture of Sale dated 08 August 1995 registered before the District Sub-Registrar-III and recorded in Book No.I, Volume No.24, Pages 67 to 78, Being No.1121, for the year 1995, the said Smt. Ila Rani Basu as Vendor sold transferred

and conveyed all that the aforesaid piece and parcel of land measuring 16 Satak more or less equivalent to 9 Cottahs 10 Chittaks and 39.6 sqft more or less comprised in portion of R S Dag No.50, R S Khatian No.89, MouzaKalikapaur, J L No. 20, R S No.2 formerly within Police Station Kasba, District South 24 Pargana, within the limits of the Kolkata Municipal Corporation (Jadavpur Unit) then being known as portion of Premises No.399, Kalikapur Main Road, Kolkata in favour of one Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury all jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder and thus the said Purchasers became the absolute joint owners of such Plot.

- J. The said Sri Dharendra Kishore Roy Chowdhury during his lifetime and until his death executed his last WILL and Testament dated 24<sup>th</sup> May 1995 whereby and where under the he bequeathed all his properties both moveable and immoveable whatsoever and wheresoever unto and in favour of his three sons namely (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, absolute and forever in equal shares.
- K. The said Dharendra Kishore Roy Chowdhury died on 18/09/2001.
- L. After the demise of the said Dharendra Kishore Roy Chowdhury one of the executors of the said Will Sri Meghnath Roy Chowdhury, applied for probate of the said Will on 18<sup>th</sup> July 2002 before the Hon'ble High Court at Kolkata in its Testamentary and Intestate Jurisdiction vide PLA No.219 of 2002 which was granted by the said Hon'ble Court on 25<sup>th</sup> July 2002, whereby and whereunder the said three beneficiaries (1) Sri Deepnath Roy Chowdhury (2) Sri Rupnath Roy Chowdhury and (3) Sri Meghnath Roy Chowdhury, thus became entitled to all that piece and parcel of land measuring an area of 4 Cottahs 7 Chittack 18 sq. ft. be the same a little more or less situate lying at and being numbered as Premises No.715, Kalikapur Main Road, Kolkata – 700 078.
- M. As per directive of the said Will duly proved as aforesaid the Executors of the said Will by a Deed of Assent dated 1<sup>st</sup> April 2004 registered before the Additional Registrar of Assurances-I at Kolkata and recorded in Book No. I, Volume No.1, Pages 1 to 9 Being No.02720, for the year 2004 duly discharged and assent to the legacy of the immovable property amongst the legatees in terms of the said Will.
- N. Subsequently while seized and possessed of the present owners herein duly applied for and mutated their individual names in the records of the B L & L R O in respect

the aforesaid properties as purchased and acquired as per Will stated above aggregating to a total of land measuring 17 Cottahs 2 Chittacks and 36 sq. ft. more or less vide Memo No.18/2072/MUT/B. L. & L. R. O./ATM/Kasba/08 dated 17.09.2008 and Memo No.18/2073/MUT/B. L. & L. R. O. /ATM/Kasba/08 dated 17.09.2008 and paid govt. revenues regularly while enjoying the same free from all encumbrances.

- O. In the above referred circumstances the aforesaid Deepnath Roy Chowdhury, Rupnath Roy Chowdhury and Meghnath Roy Chowdhury each enjoying Undivided One Third share therein duly amalgamated and mutated their joint names in respect of the aforesaid First, Second and Third Plot purchased by them into a single premises in the records of the Kolkata Municipal Corporation, within Ward No.106, now being known and numbered as Municipal Premises No.399, Kalikapur Main Road, Police Station – formerly Kasba now PurbaJadavpur, Kolkata- 700 078 and are jointly enjoying the same free from all encumbrances, paying taxes regularly.
- P. In the manner stated above, the present Owners herein become the absolute Owners of the said premises and were in possession of the said premises and the Owners have a marketable title thereto.
- Q. The Owners have already obtained the NOC under the U L C A Act 1976 in respect of the entire said Premises as preparatory for the sanction of Plan.
- R. The Owners abovenamed namely Sri Deepnath Roy Chowdhury, Sri Rupnath Roy Chowdhury and Sri Meghnath Roy Chowdhury became the full and absolute owners partly by purchase and partly by legacy of land admeasuring an area of 17 cottah 2 chittack 36 sq. ft. more or less comprised in part of R.S. Dag Nos. 48, 49 and 50, R.S. Khatian Nos. 178, 121 and 89, MouzaKalikapur, J.L. No. 20, now known as Municipal Holding and/or Municipal Premises No. 399, Kalikapur Main Road, P.S. previously Kasba, now PurbaJadavpur, Kolkata-78, District 24 Parganas (South), situated within the limits of The Kolkata Municipal Corporation, being the premises described under the First Schedule hereto.
- S. The Owners being interested to develop the said land by an Agreement for Development dated 21.11.2016, registered with D.S.R. - V, Alipore, 24 Parganas (South) in Book No. I, CD Volume No. 1630-2016, Pages 102420 to 102477, being Deed No. 163003561 for the year 2016 fully empowered and authorized the Developer abovenamed namely M/s Capricorn Estates to carry out the development of the said premises into a Housing Complex after sanction of the plan on the basis of sharing of the areas between the said Owners of the One Part and the Developer of the

Other Part. The aforesaid Owners also executed a registered Power of Attorney pursuant to the said registered Development Agreement in favour of the partner of the Developer for carrying out such development programme.

- T. Under the terms of the said Development Agreement the Owners are entitled to 15 (Fifteen) Flats alongwith 15 (Fifteen) Car parking spaces in the said Housing Complex, including proportionate undivided share in the common parts, portions, amenities and facilities to be developed and established by the Developer upon construction by way of Owners' Allocation and the rest of the saleable areas would belong to the Developer by way of Developer's Allocation.
- U. The Purchaser is interested to enter into Agreement by way of booking of one flat as described under the Second Schedule hereto to be constructed at the said premises in lieu of the consideration as recorded under the Third Schedule hereto and other terms and conditions as contained hereunder for which purpose this agreement is being executed. The said Flat is out of Developer's Allocation; therefore, the entire consideration and all other receivable shall be collected and enjoyed by the Developer.
- V. Before entering into the present agreement the Purchaser has seen and examined the title of the land owners and the commitment of the Developer to carry out the development of the said premises and the proposed plan to be got sanctioned by the Developer including the location measurement of Carpet Area and layout of the said flat as per the draft plan and the amenities and facilities to be installed and is fully satisfied with the same.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. **DEFINITION** :

- 1.1 **ARCHITECT** shall mean the architect for the time being appointed by the Developer for the construction of the new building on the said Premises or such other person or persons, firm or firms, company or companies whom the Developer may appoint or nominate as the Architect of the building.

- 1.2 **ADVOCATES** shall mean M/s. C.K. Deora & Company, Advocates of 10, Old Post Office Street, Kolkata – 700 001.
- 1.3 **BUILDING** shall mean all new constructions or buildings to be erected by the Developer on the Said Premises in terms of the sanctioned plan in pursuance of this agreement including the service and utility areas.
- 1.4 **COMMON PARTS, PORTIONS AND AREAS** shall mean all the common parts, portions and areas including the facilities and benefits and intended to be used and enjoyed in common by the purchasers as the unit holders at the said building for the beneficial use and enjoyment of the different units as specified under the **FOURTH SCHEDULE** hereunder written.
- 1.5 **COMMON EXPENSES** shall mean the costs and expenses of installation, running and maintaining the common amenities for the upkeep maintenance improvement etc. of the new constructions as may be decided and/or assured by the Developer with the consent of the Owners including those specified under the **SEVENTH SCHEDULE** hereto.
- 1.6 **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said Premises and the building and in particular the common areas, collections and disbursement of the common expenses and dealing with the matters of common interest of the purchasers becoming the unit holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Flats exclusively and the common areas in common.
- 1.7 **LAND** shall mean the land comprised in the said Premises.
- 1.8 **PLAN** shall mean the plan got sanctioned by the Developer from the concerned municipality namely Kolkata Municipal Corporation in respect of the said Premises being B.P. No. 2016120111 dated 16.01.2017 and shall include any modifications and/or revisions and/or amendments thereof.



- 1.9 **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion or ratio which any particular built up area or unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits at the said building complex or the land comprised in the Said Premises
- 1.10 **SAID PREMISES** shall mean All That the piece and parcel of land admeasuring 17 Cottahs 2 Chittacks 36 Sq. Ft. more or less, situated lying at and comprising of Premises Holding No. 399, Kalikapur Road, Kolkata – 700 078, within the municipal limits of the Kolkata Municipal Corporation, Ward No. 106, P.S. PurbaJadavpur, more specifically described the **FIRST SCHEDULE** hereunder written.
- 1.11 **SAID FLAT** shall mean **ALL THAT** the Residential Flat/Unit/Space admeasuring Sq. Ft. (Super Built Up Area), more or less equivalent to Sq. Ft. (Built Up Area), more or less equivalent to Sq. Ft. (Carpet Area) on the South West side of the First Floor of the new building under construction at the said Premises further together with one Covered Car Parking Spaceto be allotted at the Ground Floor in the said Premises together with undivided proportionate share in the land comprised in the said Premises collectively more specifically described under the **SECOND SCHEDULE** hereunder written.
- 1.12 **SUPER BUILT UP AREA** of any flat or unit shall mean the Built-up Area together with the proportionate of the common Parts and Areas as proportionately bears to the built-up area of such Flat or Unit with reference to the built-up areas of all the flats or units at the said Building provided that the determination of the Super built up area of any Flat/Unit/Space by the Developer shall be final and binding on the Purchaser. It is recorded that the super built up areas of the said flat or flats have been determined for the purpose of collecting the common expenses.
- 1.13 **PURCHASER/S** shall mean the aforesaid Purchaser namely shall mean the aforesaid Purchasers namely **RIDDHI BASU** and shall include their successors-in-interest and/or assigns.
- 1.14 **OWNERS** shall mean the aforesaid Owners of the said land and premises namely **SRI DEEPNATH ROY CHOWDHURY, SRI RUPNATH ROY CHOWDHURY**

**AND SRI MEGHNATH ROY CHOWDHURY** and each of their respective heirs, successors and/or assigns who would execute the conveyance in favour of the successful and/or eligible Purchaser.

1.15 **UNDIVIDED SHARE** shall mean the proportionate impartible variable undivided share in the land comprised in the said Premises and attributable to the said Flat to be determined by the Developer in its absolute discretion.

1.16 **FLAT OR UNIT** shall mean the part or portions of the building as are capable of being held used and enjoyed independently.

1.17 **CARPET AREA** of the said Flat mean the habitable area of the said Flat excluding the area of any terrace or balcony.

1.18 **MASCULINE** shall include the Feminine and vice versa; and **SINGULAR** shall include the Plural and vice-versa.

## **2 TITLE :**

2.1 The Purchaser/s has/have inspected and examined the title of the owners in respect of the said Premises and the manner of devolution thereof as also the right title and interest of the Developer and the Purchasers agrees and covenants not to raise any objection thereto or make any requisitions in connection therewith.

2.2 The Purchaser/s has/have prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the title deeds, sanctioned Plan, layout plan of the said Flat/Unit and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building to be constructed including the common parts, portions and areas.

- 2.3 The Purchaser/s has/have agreed not to raise any objection regarding the right and interest of the Developer and the Developer shall be entitled to modify or alter the said plan and/or submit the revised plan, to which the Purchaser hereby covenants.

**3 SALE/TRANSFER :**

- 3.1 The Developer has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on the terms and conditions stipulated herein All That the Flat/Unit/Space to be constructed on the South Side of the First Floor admeasuring Sq. Ft. (Super Built Up Area), more or less equivalent to        Sq. Ft. (Built Up Area), more or less equivalent to        Sq. Ft. (Carpet Area) of the building under construction and/or to be constructed at the Said Premises comprising of Two (2) bedrooms, Two (2) toilets, hall, kitchen and balcony further together with one Covered Car Parking Space to be allotted at the Ground Floor in the said Premises together with undivided proportionate share in the land comprised in the said Premises, collectively hereinafter referred to “Said Flat” and more specifically described under the **SECOND SCHEDULE** hereunder written together with undivided share in the common areas but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Developer and also performing and observing all the other terms and conditions hereinafter appearing.
- 3.2 The undivided share in the land shall be in the land comprised in the said Premises and such undivided share shall always remain variable and impartible.
- 3.3 The common parts and areas in the said building and the said Premises as such as shall be necessary or be required and as thought fit and determined by the Developer for the beneficial enjoyment of the said Flat and such common parts and areas shall be declared and/or identified by the Developer in its absolute discretion.
- 3.4 The right of the Purchasers shall remain restricted to the said Flat only and shall has no right nor shall claim any right over and in respect of any other Flats and/or Flats and/or areas which are not common.

3.5 It is clarified and understood that the Developer reserves the right to raise one or more storeys as may be permitted in which case the ultimate roof only be common.

#### **4 CONSIDERATION & PAYMENT :**

4.1 In lieu of the consideration mentioned in the **THIRD SCHEDULE** hereto (hereinafter referred to as the “Consideration Amount”) to be paid by the Purchasers to the Developer in the manner also set out in the Third Schedule, the Developer agrees to sell to the Purchasers the said Flat described in the **SECOND SCHEDULE**, it being recorded that the Purchaser/s has/have informed the Developer that such payment schedule is more convenient to the Purchaser.

4.2 The Purchaser/s has/have also agreed to pay to the Developer in addition to the consideration amount hereinabove mentioned, proportionately all applicable statutory outgoing and expenses including the Service Tax or GST in full.

4.3 In addition to the aforesaid consideration amount, the Purchasers shall also pay to the Developer extra amounts and deposits as described under the **SIXTH SCHEDULE** hereto and also the costs of obtaining and providing the electric meter and electricity connection at the said Flat.

4.4 The Purchasers may at his own risk, cost and consequences may obtain a home loan from any recognized Bank or Financial Institution for which the Developer may issue a consent letter, but without any liability attaching to or upon the Developer and in case of cancellation of this Agreement the Developer in such case would refund the part consideration received without any interest or other liability.

4.5 In case of such a cancellation of this Agreement the Developer would refund only the amount lying with it after deducting the cancellation charges more fully mentioned in 7.1 herein below mentioned, to the concerned Bank or Financial Institution and only the balance remaining if any to the Purchasers. Under no circumstance any govt. dues, levy or service tax collected and deposited would be treated as refundable.

- 4.6 In case the purchaser(s) desire to nominate any other person or party to acquire the said flat, the purchaser may so but after adhering to the following terms and conditions:-
- i) That the agreement has not been cancelled.
  - ii) That the purchaser/s is/are not defaulter and incase being a defaulter, such default has been condoned by the developer and the purchaser has cleared the interest and penalty thereon.
  - iii) That the purchaser/s is/are ready and willing to pay to the developer a transfer fee for accepting the nomination @ 1% of the total consideration mentioned herein provided that in case any further nomination by the nominee to a third party, apart from the other compliance herein contained such transfer fee shall be a further 2% of the consideration mentioned herein.
  - iv) Provided that no such nomination etc. shall be permitted until after the expiry of a lock-in period of 12 months from the date of the present agreement.

## **5 MANNER AND TIME OF COMPLETION :**

- 5.1 The Developer shall Endeavour to complete the said Flat for a Residential accommodation by 30<sup>th</sup> June, 2019 in the usual and normal manner subject to force majeure as specified under the Clause 10 hereto.
- 5.2 The new building will be constructed as per the Specifications contained in the **FIFTH SCHEDULE** hereto. The Purchasers shall have finished the said Flat in terms of a separate understanding to be executed between the parties hereto, if any.
- 5.3 If the Purchasersdesires any addition or alteration in the specifications, the Purchasers agree to pay the extra costs and charges for the same and provided that such addition and alteration is permissible under the Building Rules.

## **6 POSSESSION :**

- 6.1 Under no circumstance the Purchasers shall be entitled to claim possession unless all the dues of the Developer including those under Clause 4 hereinabove has fully been paid and/or discharged and the Developer has issued a certificate to such effect and thereafter the Developer shall give notice to the Purchaser who shall within 15 (fifteen) days of service of the said notice, take possession of the said Flat after fulfilling all his covenants hereunder. However, the common amenities parts and areas will be provided only after completion of all the Flats.
- 6.2 The Purchasers shall unless he takes possession earlier be deemed to have taken possession of the said Flat on the date of possession, i.e. on the 15<sup>th</sup> (fifteenth) day of posting of the said notice under registered post, irrespective of when they take actual physical possession subject however to clearing all the dues of the Developer and complying with all other obligations as contained or intended hereunder.
- 6.3 The certificate issued by the Architect shall be final to the effect that the new building is habitable and completed.

## **7 DEFAULT IN PAYMENT AND POSSESSION:**

- 7.1 Notwithstanding anything herein contained, in case the Purchasers commits default in observing his covenants/obligations herein including those for payment, within the time specified therefore, then and in such event, this agreement shall stand terminated and all rights and claims of the Purchasers against the Developer and/or the said Premises and/or the said Flat and/or the common areas shall stand extinguished and the Developer shall be entitled to cancel this agreement by notice and sell the said Flat and the right or share of the Purchasers in protanto satisfaction of the dues and claims. In the event of such cancellation or in the event of the Purchasers requesting for any cancellation, out of the total consideration amount agreed to be paid by the Purchasers, an amount equivalent to 10% (ten percent) of the paid up value shall stand forfeited and the balance amount will be refunded by the Developer to such

Purchasers upon the counter sale of such Flat taking place or the completion of the new building, whichever be earlier.

- 7.2 In case the Developer condones the default of the Purchasers then and in such event, the Purchasers shall along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the Developer and also interest @ 1% (One percent) per month, or part thereof, for the period of default on all amounts remaining unpaid. Any condonation granted by the Developer shall not amount to waiver of the future defaults or breaches.
- 7.3 In case the Developer delays in handing over possession of the Unit to the Purchaser, subject to Force Majeure as mentioned hereinafter, the Developer shall pay an interest @1% per month, or part thereof, for the period of default.

## **8 ASSOCIATION :**

- 8.1 The Developer shall assist the Flat/Unit/Space holders to form the Association for the common purposes and the Flat holders shall be made the members thereof with equal powers therein. In other words, each Flat shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Flat/Space.
- 8.2 The Purchasers shall bear any pay the proportionate costs of formation and the expenses of the Association and shall pay for acquiring and holding membership with proportionate voting rights.
- 8.3 After all the Flats/Units/Spaces are sold/transferred or disposed of the Developer shall transfer to the Association all its rights and obligations with regard to the common purposes and after the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the Developer with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged there for.

## **9 RESTRICTIONS AND OTHER OBLIGATIONS :**

9.1 As from the date of possession of the said Flat, the Purchaser agrees and covenants :

- (i) To observe the rules or regulations as may be framed from time to time by the Developer and/or Association in respect of the said Premises and/or the Building ;
- (ii) To allow the authorized representative of the Developer and/or Association with or without workmen to enter into the said Flat for the purpose of maintenance and repairs ;
- (iii) To pay the charges of the electricity and other utilities in or relating to the said Flat wholly for the said Flat and proportionately in relating to the common parts;
- (iv) Not to sub-divide the said Flat and/or the Car Parking space, if allotted, or any portion thereof;
- (v) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Flat or in the said building and/or compound or in any portion of the building or in the common parts save at the places indicated there for ;
- (vi) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat or in the common areas and not to block any common areas and not to block any common area of the building in any manner ;
- (vii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat ;
- (viii) Not to hang from or attach to the beams or rafters any article or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any party thereof ;
- (ix) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or affect any damage to the said Flat or to the flooring or ceiling of the said Flat or any other portion over or below the said Flat or adjacent to the said Flat in any manner and not to interfere with the use and rights convenience and enjoyment of any other Flats, passages or amenities available for common use ;



- (x) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto ;
- (xi) Not to permit closing of the lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said Flat ;
- (xii) Not to make in the said Flat any structural additions and/or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- (xiii) Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Premises and the neighbouring Premises and shall not use the said Flat for any illegal or immoral purposes or as an office, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity ;
- (xiv) Not to use the car parking space, if any allotted to the Purchasers, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kaccha or pucca construction, grills, wall, enclosures thereon or part thereof and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein ;
- (xv) Not to park or allow their car to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to them ;
- (xvi) To use only those common areas as are mentioned in the **FOURTH SCHEDULE** hereto, for ingress and egress to the said Flat, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or Flat in the building and/or the said Premises ;
- (xvii) To keep at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceiling etc. of the said Flat in perfect condition and repair so as not to

cause any damage to the building or any other Flat or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising there from ;

- (xviii) Not to put or affix any sign board, glow sign, nameplate or other things or other similar articles in any of the common areas or outside walls and doors of the said Flat and/or building save at the place and in the manner expressly permitted in writing by the Developer ;
- (xix) Not to obstruct or object to the Developer doing or permitting any one to do any construction, alteration or work in the said premises and/or the building ;
- (xx) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other ;
- (xxi) The Purchasers shall have only the proportionate right and interest in the common parts and areas of the building (save those reserved unto the Developer) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer and/or any other person or party entitled to the same ;
- (xxii) To regularly and punctually pay and discharge to the Developer or the Association or the concerned statutory semi government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other outgoing in respect of the said Flat and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the **FIFTH SCHEDULE** hereunder written in advance within the 7<sup>th</sup> day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchaser ;
- (xxiii) The proportionate rate payable by the Purchasers for the common expenses as per the Seventh Schedule hereto shall be decided by the Developer and upon its formation by the Association from time to time and the Purchasers shall be liable to pay the same ;
- (xxiv) So long as each flat in the building is not separately assessed and mutated, the Purchasers shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates

and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the said Flat ;

(xxv) After taking delivery of the said Flat, the Purchasers shall take steps to have the said Flat separately assessed and mutated. The Purchasers shall be liable and responsible for all the costs and consequences of non-observance of this clause.

**10. FORCE MAJEURE :**

The Developer shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions hereinbelow and it shall not be liable to pay any interest or damages therefor ;

- (i) Fire ;
- (ii) Natural Calamity;
- (iii) Any other unavoidable circumstances beyond the control of the Developer.

**11. MISCELLANEOUS :**

11.1 The Purchasers at his own cost shall make payment of the stamp duty and registration charges. It shall be the responsibility of the Purchaser, after obtaining possession of the said flat, to get the deed of conveyance registered in due course and the Owners represented by their Attorney and Developer will appear before the authorities for the registration of the conveyance.

11.2 This agreement is personal and the Purchaser shall not be entitled to transfer, let out, mortgage, grant lease etc. in respect of the said flat or the properties appurtenant thereto without the prior consent in writing of the Developer first had and obtained till the entire consideration hereunder is not paid by the Purchaser to Developer.

11.3 The right of the Purchasers shall remain restricted to the said flat and in no event the Purchasers shall be entitled and hereby agree not to claim any right in respect of the other parts or portions of the said building and the said Premises.

- 11.4 The Developer shall be entitled and reserve its right to add further floors or storeys and to have the same regularized. The Purchasers hereby consents to the same.
- 11.5 The Purchasers also hereby consents to the owners to have the said Plan amended or modified and/or to have the further constructions regularized without referring to the Purchasers.
- 11.6 This agreement contains the entire agreement of the parties and no oral representation or statement between the Owners, Developer and the Purchaser shall be considered valid or binding upon either of the parties.
- 11.7 This agreement supersedes all other agreements, arrangements, understandings or brochures and in no event the Purchaser shall be entitled to set up any oral agreement.

**12 DOCUMENTATION :**

- 12.1 M/s. C. K. Deora & Company, Solicitors & Advocates of No. 10, Old Post Office Street, Kolkata – 700 001 has prepared this agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building as envisaged herein and such documents containing the covenants to be observed on the part of the parties hereto shall be at the sole discretion of the said Advocates and may be determined by them to be reasonable..
- 12.2 All stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said Flat and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.
- 12.3 The total fees of the said Advocates (exclusive of registration costs) shall be a sum of Rs. 20,000/- (Rupees Twenty Thousand only). The Purchaser shall on or before the execution of this Agreement pay a sum of Rs. 10,000/- (Rupees Ten Thousand only) to M/s. C. K. Deora & Company, Advocates towards fees for the preparation of this Agreement and the balance of Rs. 10,000/- (Rupees Ten Thousand only) at the time of Conveyance.

**13 NOTICE :**

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the seventh day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

**14 ARBITRATION :**

14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to an Arbitrator to be mutually appointed and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996;

14.2 The Arbitrator shall has summary power ;

14.3 The Arbitrator shall has power to give interim awards and/or directions;

14.4 It will not be obligatory on the part of the Arbitrator to give any reasoned or speaking award ;

14.5 The Award given by such Arbitrator shall be binding on the parties.

**15 JURISDICTION :**

Only the Courts having territorial jurisdiction over the said Premises shall have jurisdiction in all matters relating to or arising out of this agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(The said Premises)**

ALL THAT piece and parcel of land and premises including the shed building and structures standing thereon admeasuring an area of 17 Cottahs 02 Chittacks and 36 sq. ft. more or less or on part thereof comprised in portion of R. S. Dag No.48, 49 and 50, R. S. Khatian No.178, 121 and 89, MouzaKalikapur, J. L. No. 20, R. S. No.20, situated and laying at and being known and numbered as Municipal Premises No.399, Kalikapur Road, within the Police Station- Formerly Kasba now PurbaJadavpur, Kolkata – 700078, Sub-Registration Office – Sealdah, District-24 Parganas (South) and butted and bounded in the manner following that is to say:

- On the North : By Premises No. 79, Kalikapur Road, Kolkata – 700 078
- On the South : By Premises No. 849/1 & 16/2G, Kalikapur Road, Kolkata – 700 078
- On the East : By Premises No. 80/1, Kalikapur Road, Kolkata – 700 078
- On the West : By 23’-1” i.e. 7.030 M. wide KMC Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(The Said Flat)**

ALL THAT the Flat No. on the first floor admeasuring                      Sq. Ft. (Super Built Up Area), more or less equivalent to                      Sq. Ft. (Built Up Area), more or less equivalent to                      sq. ft. (Carpet Area) at the new building to be constructed by the Developer at the Premises described under the **FIRST SCHEDULE** hereto in terms of the said registered Agreement for Development further together with one Covered Car Parking Space measuring more or less 130 sq.ft at the Ground Floor of the said new Building (AmrapaliDhir) to be allotted in due course further together with proportionate undivided share in the land described under the First Schedule hereto further together with proportionate undivided share in all the common parts, portions, areas, facilities and benefits to be used and enjoyed in common with the other co-Purchasers or occupiers.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**(Consideration)**

The total consideration payable by the Purchaser to the Developer for the said Flat shall be a sum of **Rs.**                      (Rupees                      nly) inclusive of a sum of (                      nly) for the covered car parking space. Therefore total Consideration of Rs                      is finalized after

taking into consideration clause 171 of GST ACT. The Purchaser shall also pay the amount of GST (Goods and Services Tax) on the aforesaid consideration simultaneously with each instalment at the applicable rate. The said total consideration shall be payable by the Purchaser to the Developers as follows:-

- i) On or before execution of this Agreement ...
  - ii) On or before Plastering ...
  - iii) On or before POP
  - viii) On or before Possession, the balance ...
- 

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Parts, Portions & Areas)**

**I) Areas:**

- a) Entrance and exits to the Premises and the New Building
- b) Boundary walls and main gate of the premises
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft
- e) Entrance Lobby, electric /utility room, water pump room, generator room (if any)
- f) Common installations on the roof
- g) Ultimate roof above the top floor of the New Building
- h) Common lavatory at the ground floor for janitors

**II) Water, Plumbing and Drainage:**

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit /or exclusively for its use).

**III) Electric Installation:**

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and /or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators

**IV) Others:**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**(Specifications)**

**1. BRICK WORK:**

- i) **External Wall:** 200/250 mm thick brick work with cement mortar in proportion(1:6) by using 1<sup>st</sup> class AAC blocks or 1<sup>st</sup> class kiln burnt bricks.
- ii) **Partition Wall:** 75/125 mm thick brick work with sand cement mortar in proportion (1:6) by using AAC blocks OR 1<sup>st</sup> class kiln burnt bricks and in case of 75 mm thick wall, wire mesh shall be used at every 3<sup>rd</sup>/4<sup>th</sup> layer.

**2. PLASTERING:**

- i) Rough brick surface by 19mm thick (1:6) cement sand prop OR white gypsum plaster.
- ii) Finished brick surface by 12 mm thick (1:6) cement sand prop OR white gypsum plaster.
- iii) Ceiling by (1:4) cement sand prop.

**3. FINISHING:**

- i) All internal cement plastered surfaces are to be finished with Plaster of Paris/White cement putty punning; there will be no putty over walls with white gypsum plaster.



- ii) Front side of the entire building shall be painted with latest available permanent finish and painting on all other external side of the building shall be painted with weather coat of reputed make (Berger etc.)
- iii) Gates and grills are to be painted with anti-corrosive zinc primer beneath 2 coats of oil based paint/synthetic enamel paint of Berger or of like company.
- iv) Modern elevation with contemporary design.
- v) Aesthetically designed lobbies.

4. **FOUNDATION:**

The foundation would be of reinforced RCC combined footings /raft as per the structural design with prior and proper anti- termite treatment.

5. **SUPER STRUCTURE:**

The super structure of building shall have RCC framed structure with RCC columns, beams and slabs as per soil test report and the structural design.

6. **CONCRETE WORK:**

- i) All RCC will be as per structural engineer's specifications.
- ii) Ground floor covered areas would be of concrete finish / stone / or tiles of good quality.

7. **GRILLS:**

MS Flats/10mm square bar will be used, as per design mutually agreed and approved by the developer and the owners.

8. **STAIRCASE & RAILING:**

Staircase will be made from MS bar with appealing balustrade.

9. **DRAINAGE:**

Solid and liquid waste, rain water, etc. will be disposed through Supreme / Oriplast (or similar make) PVC SWR pipes in network above GL and through SW pipe in network below GL

10. **FLOORING:**

Flooring inside the entire flat area shall be of good vitrified / ceramic tiles.

Flooring in the staircase and lobbies shall be of good quality vitrified tiles.

11. **DOORS:**

All door frames shall be seasoned and treated sal wood. Flush doors with superior quality paint thereon. Doors shall be at least 30 mm thick with oxidized steel hinges tower bolts, door stoppers and Godrej (or similar make) mortise lock/ cylindrical lock.

12. **WINDOWS:**

Glass windows in colour anodized Aluminum frame of good quality.

13. **ROOF TREATMENT:**

Good quality roof tiles finishing after waterproof treatment and thermal treatment.

14. **TOILET FITTINGS:**

Each toilet in the flats shall have good quality tiles floor with wall tiles up to 7 feet height. Each toilet shall have one mixer shower, basin mixer, one basin, one commode, one extra tap geyser line and a master stop cock. Concealed PVC piping with hot and cold supply to the basin, shower and tap shall be provided. All fittings would be of Hindware /Jaguar or other reputed make

15. **KITCHEN:**

Fittings in kitchen would comprise of a sink cock and a Sink. These would be of Hindware/ Jaguar or other reputed make with concealed PVC Supreme piping cold water supply. Flooring would be of Tiles, Wall tiles up to 2 feet above kitchen counter Kitchen platform will be of good quality stone. Sink will be of stainless steel and provisions for a chimney outlet will be made. Electrical provisions for water purifier, chimney and other appliances will be made.

16. **ELECTRICALS:**

Concealed branded ISI approved copper wiring with adequate points (both 5A and 15A) and modular switches for light, fans, geysers, TV, fridge, washing machine , air conditioners, and other appliances, with MCB and main switch junction box, buss bar,

best quality switchgear etc. Adequate and proper earthing will be ensured and MS concealed switchboxes. (All fittings will be of Havells, Schneider or similar make.)

17. **WATER ARRANGEMENT:**

Underground reservoir for KMC water, one submersible pump for overhead water tank with all necessary plumbing, valve and delivery pipelines for maintaining uniform flow of water in each unit (ring system network of pipeline or otherwise ) have to be installed. OH tank would be placed over stair case headroom as per structural design. All pipes would be PVC/UPVC.

18. **LIFT:**

2 nos. 5passengers or more automatic lift of OTIS Brand is to be installed.

19. **GENERATOR:**

Sound proof generator of adequate capacity to take care of the lift, water pump, common lightings and 500 watt power for each unit at the cost of Unit Owners.

20. **AMENITIES & FACILITIES:**

- i) One Cable connection in in all bedrooms.
- ii) Separate wiring from distribution box on the ground floor to each Unit and the Reception Lobby with electronic EPABX intercom facility from lobby to each flat.
- iii) One landline telephone point in each flat with concealed wiring from ground floor to each flat.
- iv) One Air Conditioner point all bedrooms and living rooms.
- v) Space permitting, Caretaker's room and service toilet will be built on the ground floor.
- vi) Mail boxes shall be provided for all flats.
- vii) Complete water proofing treatment of the roof with roof tiles/hardened concrete on roof.

- viii) Automatic electrical tripping device to avoid overload, separate with flats.
- ix) Beautiful entrance lobby with appealing and modern design will be provided.
- x) Car parking area and drive way will have stone/ tiled or concrete flooring.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Extra Charges & Deposits)**

The following sum shall be paid by the Purchaser at or before taking delivery of the said Flat which amount shall be collected and dealt with by the Developer in respect of the Owners' Allocation including in respect of the said Flat:-

- a) Maintenance charges at rate of Rs. 24 /- per sft. of the saleable area of the flat;
- b) Sinking Fund @ Rs. 25/- per sq. ft. of the area of the flat;
- c) Generator charges @ Rs. 40 per sq. ft. of the area of the flat;
- d) Transformer charges at actuals to be shared proportionately by all flat owners;
- e) CESC meter deposit @ Rs 10/- per sq. ft. for common meter.
- f) Security Deposit for individual electric meters at actuals.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. All costs of maintenance, operations, repairs, replacements, services and the whitewashing, painting building reconstruction decoration, redecorating all the common Area/Parts, its fixture fittings, electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building more particularly described in the **THIRD SCHEDULE**.
2. The salaries and other expenses incurred for and payable to any persons, if employed for common purpose including security, electrician, maintenance, plumbing, administration of the Building, accountant, clerks, sweepers etc.

3. Insurance premium for insuring the Building and every part thereof against earthquake, damages, fire, mob, violence, civil, commotion etc. if insured.
4. Expenses for supplies of common utilities, including electricity water charges etc. payable to any concerned authorities and/or organization and/or person concerned and payments of all charges incidental thereto.
5. Sinking fund and other contribution.
6. Municipal and all other rates and taxes and levies government revenue and all other outgoing expenses which may be incurred in respect of the premises in question.
7. Costs of establishment and for operational activities of the Developer or the association relating to common purposes.
8. All such other expenses and out goings as are deemed by the Developer and / or to Association to be necessary for or incidental to or replacement, renovation, painting and/or repainting of the common parts/ area outer walls of the Building.
9. Electricity Expenses for lighting of the common Areas, outer walls of the Building and for operation of the entire common parts.
10. Expenses for additional facilities, if any.
11. Cost of upkeep repair, maintenance and running of the generator set.

**IN WITNESS WHEREOF** the parties hereto has set and subscribed their respective hands and seals the day month and year first above written.

**EXECUTED AND DELIVERED** by the  
**OWNERS** at Kolkata in the presence of:

**EXECUTED AND DELIVERED** by the  
**DEVELOPER** at Kolkata in the presence of :

**EXECUTED AND DELIVERED** by the  
**PURCHASERS** at Kolkata in the presence of:

**MEMO OF CONSIDERATION**

**RECEIVED** by the within-named Developer from the within-named Purchasers the sum of Rs. only by way of part consideration as follows:

<b><u>Cheque No.</u></b>	<b><u>Date</u></b>	<b><u>Drawn On</u></b>	<b><u>Amount (Rs.)</u></b>
		TOTAL Rs.	

Rupees

**WITNESSES:**

1.

2.

