

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this the
Thousand Nineteen (2019)

day of Two

BETWEEN

(1) **SMT. ASHA MITRA (PAN-BJBPM1721M)**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA (PAN-PAN-BJBPM1723K)**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, hereinafter referred to as the "**OWNERS/VENDORS**" (which terms and/or expression unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, administrators legal representatives, and assigns) **Vendors are 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, of the parties of the **FIRST PART**;

AND

..... hereinafter jointly called as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND 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, hereinafter referred to as the **DEVELOPER/"CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include all its executors, successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

AND WHEREAS one Gokul Chandra Ghosh was the owner and occupier of the land alongwith Bagan Land measuring more or less 1 (One) Bigha 8 (Eight) Cottaks 2 (two) Chittaks 30 (Thirty) Square feet, situated at 8, Baksara Village Road, Howrah

and during enjoyment of the said property, Gokul Chandra Ghosh transferred the entire property in favour of Sk. Ahamed Ali, the resident of Nazirgunge by way of Patta which was Registered on 28.04.1920 and since then said Sk. Ahamed Ali began to enjoy the property by paying taxes before the Office of Howrah Municipality;

AND WHEREAS Sk. Ahamed Ali while enjoying and possessing the aforesaid property died leaving behind him surviving his wife, one son and one daughter as the legal heirs and successors of Late Sk. Ahamed Ali;

AND WHEREAS the wife, son and daughter of Late Sk. Ahamed Ali being in urgent need of money for non payment of taxes in respect of the aforesaid property jointly sold and transferred the same in favour of Nandalal Bag, the resident of Baluhati by virtue of a registered Kobala dated 3rd June 1941 and recorded in Book No.1, Volume No.20, Pages 123 to 127, Being No.805, for the year 1941 and since purchase Nandalal Bag became owner in respect of his purchased property and on account of staying at distant place from his purchased property, Nandalal Bag sold and transferred the same in favour of Sri Rampada Rat Shaw, Son of Late Bacchulal Shaw by virtue of a registered Kobala dated 11th March, 1946 and the said Kobala was registered in the Office of Howrah Sub-Registrar and recorded in Book No.1, Volume No.17, Pages 20 to 23, Being No.563, for the year 1946 and since then said Sri Rampada Rai Shaw became absolute owner in respect of his purchased property and said, Rampada Rai Shaw while enjoying and possessing his purchased property filed a Rent Suit before the Ld. 2nd Munsif being Suit No.379/1955 for repaying one hundred rupee for the cost of the decree of the said suit and also other diverse cogent reasons, Sri Rampada Rai Shaw sold and transferred the said property in favour of Smt.Sabita Rani Paul, wife of Sri Hari Kishori Paul by virtue of a registered Kobala dated 15th July, 1959 and said Kobala was Registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.1, Volume No.63, Pages 1 to 5, Being No.3363, for the year 1959;

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul filed a Title Suit in the Court of 2nd Munsif at Howrah being Title Suit No.2 of 1964 against one Khagendra Chandra Ghosh and Nagen Chandra Ghosh, both Sons of Late Rashbihari Ghosh and in this case Nagen Chandra Ghosh, the Defendant No.2 therein was not interested in respect of the property in question and only Khagendra Chandra Ghosh, the Defendant No.1 therein was contesting the suit and finally, the suit was compromised by filing Compromise Petition Registered as Title Suit No.395/1981 by both the parties;

AND WHEREAS in the Compromise Petition it was stated that Smt. Sabita Rani Paul, the Plaintiff therein admitted that Khagendra Chandra Ghosh, the Defendant No.1 therein was the sole owner in respect of the aforesaid property and the Defendant No.1 Khagendra Chandra Ghosh was possessing the property since the date of purchase dated 15th July 1959 and the Defendant No.1 Sri Khagendra Chandra Ghosh paid entire amount of consideration to the Seller namely Rampada Rat Shaw in respect of the aforesaid property and Sabita Rani Paul also admitted that she never paid any amount of consideration to the Seller at, the time of purchase of the aforesaid property and Sabita Rani Paul further stated that she has had no manner of right, title and interest or possession over the aforesaid property;

AND WHEREAS thereafter said Sabita Rani Paul declared in the Deed of Declaration that the Second Party Khagendra Chandra Ghosh was the real owner in respect of the aforesaid property and she was nothing but a name lender only and said Khagendra Chandra Ghosh had paid full consideration money at the time of purchasing the property out of his own pocket and the Sabita Rani Paul did not pay single farthing for consideration and said Deed of Declaration was registered in the Office of Additional District Sub-Registrar at Howrah on 18th September, 1992 and recorded in Book No.1, Volume No.104, Pages 37 to 42, Being No.5143, for the year 1992;

AND WHEREAS Nagendra Chandra Ghosh, the brother of Khagendra Chandra Ghosh also stated in the Deed of Declaration dated 18.09.1992 that Khagendra Chandra Ghosh, the Second Party therein was the real owner in respect of the aforesaid property and Sabita Rani Paul was nothing but a name lender only and he has had no manner of right, title and interest or possession in respect of the property purchased by Khagendra Chandra Ghosh on 15th July, 1959 and neither he paid any consideration respect of the aforesaid property and the said Deed of Declaration was Registered in the Office of Additional District Sub-Registrar at Howrah on 18.09.1992 and recorded in Book No.1, Volume No.77, Pages 66 to 71, Being No.3477, for the year 1992;

AND WHEREAS since declaration Khagendra Chandra Ghosh was the sole owner and occupier of all that piece and parcel of Bastu Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (Two) Chittaks-30 (Thirty) Square feet out of which he sold and transferred some portions of the said property;

AND WHEREAS said Khagendra Chandra Ghosh while enjoying and possessing the aforesaid property by paying taxes before the Office of Howrah Municipal Corporation died on 22.04.2001 leaving behind him surviving his wife Smt. Nihar Bala Ghosh, and only Daughter Smt. Asha Mitra as the only legal heiresses and successors;

AND WHEREAS after demise of said Khagendra Chandra Ghosh, the remaining portions of Bastu Land measuring more or less 16 (Sixteen) Cottahs 4 (Four) Chittaks 40 (Forty) Square feet together with structure made of R.T. Shed standing thereon devolved upon his wife Smt. Nihar Bala Ghosh and Daughter Smt. Asha Mitra and said Nihar Bala Ghosh and Asha Mitra jointly inherited the property left by Khagendra Chandra Ghosh and they absolutely became joint owners in respect of the property left by the deceased Khagendra Chandra Ghosh each having undivided half share thereof. It is stated here that some portions of land out of 16 Cottah 4 Chittaks 40 square Feet which is used as Road and some portions of land measuring more or less 0 Katha 10 Chittak 6 Square Feet was transferred in favour of Rupak Kumar Mitra by Niharbala Ghosh and Asha Mitra by virtue of a Deed of Gift which was registered in the Office of D.S.R. at Howrah in the year 2010 and recorded in Book No. 1, CD Volume No. 27, Pages 6813 to 6832, Being No. 12087 for the year 2010 and since then said Rupak Kumar Mitra became absolute Owner in respect of the said property and remaining portion of land measuring more or less 15 Cottahs 10 Chittaks 34 square Feet have been jointly enjoying and possessing by said Niharbala Ghosh and Asha Mitra.

AND WHEREAS said Niharbala Ghosh out of her love and affection she gifted her undivided property measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet to the extent of half share thereof, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 in favour of her grand son namely Sri Arindam Mitra, the Owner No. 2 herein by virtue of a registered Deed of Gift dated 20th December, 2010 and the said Deed of Gift was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra, the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 and she became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No. I, CD Volume No. 16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the old holding No. 8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS 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.

AND WHEREAS accordingly the Owners/Vendors herein have jointly entered into an Agreement for Development with the developer herein on 07/01/2015 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 12, pages from 3029 to 3058, Being No. 3459 for the year 2015 and simultaneously the Owners/Vendors 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. 1, CD Volume No. 12, pages from 4156 to 4171, Being No. 3460 for the year 2015.

AND WHEREAS for the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C No 222/16-17 dated 13.02.2017 and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as "ANANDA NIKETAN" as per the said sanctioned building plan;

AND WHEREAS, the Developer herein from the Developer's agreed allocated share as mentioned in the said agreement for development of the said property the Vendors as well as Confirming Party hereto has agreed to sell and/or transfer one **self contained residential Flat being No. "....."**, measuring **Square Feet** including Super Built-up area, be the same a little more or less on the **Floor**, of the building, constructed over the First Schedule hereunder written and the said Flat is more fully and particularly described in the SECOND SCHEDULE herein below written and after knowing the same the Purchasers have proposed to acquire/purchase the said Flat, described in the Second Schedule hereunder written, together with the undivided impartible proportionate share, right and interest in the said land underneath described in the First Schedule together with all the common rights available therein at a consideration of **Rs./- (Rupees)** **only i.e. Rs./- per Sq.ft.** on the terms and conditions hereinafter contained. That the measurement of the Flat will be finalized at the time of delivery of possession and the Purchasers shall be bound to pay the sale proceeds on the basis of the actual measurement.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS :-

- 1) The Vendors and the Developer agree to sell and the Purchasers agree to purchase **All that** piece and parcel of a Residential Flat being **Flat No. "....."** measuring more or less **Square Feet including super built up area** on the **Floor** of the building together with proportionate undivided impartible share in the land underneath along with rights over common passage and facilities comprised within Holding No. 8/7 (formerly 8), Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within the ambit of Howrah Municipal Corporation Ward No. 41, together with rights of user over the common area in the building within the jurisdiction of District Sub-Registrar at Howrah and Additional District Sub-Registrar at Howrah, which is morefully described in the Second Schedule hereunder written, hereinafter called the said Flat at a total consideration of **Rs./- (Rupees)** **only**. The said Flat is part and parcel of "A" Schedule property mentioned hereunder. The Vendor hereby declares that the said Property and the said Flat is free from all encumbrances, attachments, charges or any other claims and demands whatsoever.
- 2) The Purchasers have paid to the Developer a sum of **Rs./- (Rupees)** **only**, the receipt whereof the Developer

- acknowledge the same by signing this Agreement . The balance consideration amount will be paid as per Third Schedule written herein below.
- 3) The possession of the said Flat will be delivered to the Purchasers within **months**, provided the Purchasers paid balance consideration money as per Schedule mentioned in the Third Schedule hereunder and accordingly the registration of the Deed of Conveyance will be done with the said stipulated period of time. If after payment of entire consideration money the developer fails to deliver possession of the said Flat to the Purchasers herein in that case the developer shall be bound to pay banking interest to the purchasers herein upon the amount paid by the purchasers in respect of the said Flat till the date of giving possession of the said Flat to the Purchasers herein.
 - 4) If a good and marketable title is made out and the said Flat/ Property is found to be free from all encumbrances, attachments, charges and other claims and demand whatsoever the Vendors as well as the Developer will execute a proper Deed of Conveyance in favour of the Purchasers or their nominee/nominees and any other person/s as per their choice after receiving the full consideration money as per Third Schedule hereunder written.
 - 5) If the Vendors and Developer fail to execute and register the Sale Deed of the said Flat on receiving the balance consideration money in that even the Purchasers shall have right to execute and register the Sale Deed in their favour through the competent Court of Law by filing suit for Specific Performance of Contract against the Vendors and the Developer and the Developer will be responsible for necessary expenses thereof.
 - 6) The Purchasers will abide by all rules and regulations in respect of the said building as framed by the Developer or Association of the Flat Owners of the said building and the Purchasers will be a member of the said Association to be formed.
 - 7) The Purchasers will be liable to pay maintenance charges and other tax and expenses proportionately with other co-flat owners for the maintenance of common areas and common facilities of the said building/ property and also be liable to pay separate tax for their own Flat.
 - 8) That the Developer shall construct the building as per specifications made in Fourth Schedule hereunder. The Purchasers/ Second Parties have liberty to inspect the nature of construction by self or through their agents without interfering with the work.
 - 9) That the Purchasers/ Second Parties will get the easement right for user of common facilities, common areas and common place as per Fifth Schedule hereunder mentioned.
 - 10) That if the Purchasers fail to purchase the said Flat by paying the balance consideration money to the Developer herein with the stipulated period of time mentioned above in that case the present Agreement will be cancelled and the Developer shall refund the advance money so paid by the purchasers herein to the purchasers herein and the said refund will be effected after three months from the date of intimation by the purchaser through letter to the developer and the Developer shall sell out the said Flat to any intending Purchaser(s) at any price and in that case the present Purchasers will have no objection.

- 11) That the purchasers shall pay tax and khaznas in respect of their Flat from the date of taking possession of the said Flat by the purchasers.
- 12) That all the legal jobs i.e. execution of Agreement for Sale and the Sale Deed or any kind of other documents will be done by Learned Advocate for the developer and the necessary expenses as well as Advocate's Fees thereof will be borne by the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with proposed building standing thereon named as "ANANDA NIKETAN", comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

- On the North :** Drain thereafter Baksara Village Road.
- On the South :** Property of Sambhu Mulcherjee and 8/4, 8/5,
Baksara Village Road.
- On the East :** H.M.C. Drain.
- On the West :** Drain thereafter Baksara Village Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of the Flat to be sold in favour of the Purchasers]

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 "ANANDA NIKETAN" 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 with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah. The Flat is butted and bounded as follows:-

- On the North :
- On the South :
- On the East :
- On the West :-

THE THIRD SCHEDULE ABOVE REFERRED TO

The Purchasers shall pay to the Developer a sum of Rs./- (Rupees) only as consideration for the purchase of

said Flat being **Flat No. On the Floor** measuring about sq ft. be the same a little more or less including super built-up area (subject to actual physical measurement at the time of delivery of possession) and such consideration shall be paid in the following manner :-

At the time of Booking	10%
At the time of Execution of this Agreement	10%
At the time of Floor casting	25%
At the time of Brick work	15%
At the time of plaster and paris/putty	15%
At the time of flooring	15%
On Registration	10%

Time limit of Schedule of payments is the main essence of this agreement.

(B) The G.S.T will be borne by the Purchasers in respect of the Flat under transfer and the said G.S.T shall be paid by the Purchasers at the time of Registration of the said Flat according to Govt. Rate. Time limit of Schedule of payments is the main essence of this agreement

That the Purchasers have paid a sum of **Rs./- (Rupees**) **only** towards earnest money.

Be it noted here that such consideration amount is exclusive of the charges for the extra work, G.S.T etc. without payment of which as per the bills raised by the Confirming Party, the said Flat shall not be delivered to the Purchasers, nor shall the Deed of Conveyance be executed and registered in his favour.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of construction of the Flat)

1. Foundation Work : Earth Excavation soling, R.C.C., columns, slabs and structures.
2. Flooring : All flats, common passages to Flat's stair case Lobby will have marble flooring.
3. Kitchen : Kitchen table top will be black stone with sink (steel) and two feet high Glazed tiles from the Kitchen table with marble flooring.
4. Doors & Windows : All doors will be Commercial flush door (frame will be wooden) aluminum sliding window with Glass panel and Commercial P.V.C. door in the Bathroom with necessary M.S. Grill and in Verandah railing will be made by stainless steel.
5. Toilets : Toilets will be provided with the white Glazed sanitary plain Sanitary wares and C.P. fittings with two No. of Taps, One Shower, one exhaust, point. All toilets will have 6feet high white Glazed Tiles from the dados and one wash basin with C.P. fittings.
6. 24 hours water supply facility (will be supplied from boring system)
7. Electrical Point : All wiring would be conceal wiring and connection through main line from the meter and electric points will be in the manner as follows :-
 - (a) Room - 4 points
 - (b) Dining - 4 points
 - (c) Toilet - 2 points
 - (d) Kitchen-2 points

- (e) Balcony- 1 point
- (f) Stair - 1 point in each floor
- (g) Calling Bell - 1 point on the outside.

All the aforesaid points will be 5 amp. Only two points will be 15 amp and on which place it will be fixed the same will be decided as per the choice of the Purchasers.

- 8. Plastering : Inside of the said flat will be finished with wall putty and outside of the building will be finished with cement based colour..
- 9. For Extra Work extra Cost will be borne by the Purchasers (will be negotiable time to time)
- 10. Purchasers shall pay necessary charges for collapsible gate if there be necessary.
- 11. For bringing electric meters in her own name the Purchasers shall pay a sum of Rs. 15,000/- to the Developer herein.

SCHEDULE "E" ABOVE REFERRED TO

(Common areas and facilities)

- 1. Electric wiring and fittings and fixtures for lighting the common passage in the building.
- 2. Stair case of the building upto roof and stair case landing.
- 3. Common passage and common land.
- 4. Septic Chamber, its fittings and sewerage.
- 5. water supply line, overhead common water tank, Motor pump for lifting water with pipe fittings, distribution pipes.
- 6. Electric wiring fittings in common places.
- 7. Drains, swear, pipes, rain water pipe from roof and from floors, bathrooms, privies and all equipments for common use.
- 8. Motor Pump place and Electric Motor place.
- 9. Common user of Roof/ Terrace, boundary walls and Main gate. (Roof right will be only for drying cloths, fixing dish antenna and for social function subject to permission from the Owners' Association)
- 10. Such other common parts, areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for passage to or user and occupancy of the flats in common and as are specified expressly to be the common parts after construction of the building.
- 11. Lift facility is available to the Purchasers.

SCHEDULE "F" ABOVE REFERRED TO

(Common expenses)

- 1. Proportionate share of expenses and outgoing in connection with the various facilities provided in the building.
- 2. Proportionate share of expenses in connection with the formation of the holding organization/ Association and deposits for maintenance and management of the common parts of the Building.
- 3. Proportionate share of Security Deposit and/or any other amount to be paid to the CESC Limited to get the electric connection for various flats of the Building.

4. Stamp duty, registration and other statutory and legal expenses including incidental charges required for execution and registration of the deed Conveyance/Transfer in respect of the said Flat.
5. The aforesaid amount of deposit shall not carry any interest and in remain with the Confirming Party until the handing over the maintenance and management of the Building to the Association or the Holding Organization and shall be made over to the Association of Purchaser/s after deducting the actual expenses incurred an amount whereof shall be submitted by the Confirming Party to the Association of Purchaser/s and the account so submitted by the Confirming Party shall be final, conclusive and binding on Purchasers shall not be entitled or dispute the same.
6. Under no circumstances possession of the said Flat/Unit shall be given by the Vendors to the Purchaser/s unless and until all payments including deposits maintenance charges legal expenses a stamp duty registration charges etc. as well as service tax or any other impositions, if any, required to be made under this Agreement by the Purchasers to the Vendors/ Confirming Party have been made.
7. Proportionate cost for maintenance of Lift.

MEMO OF EARNEST MONEY

RECEIVED Rs./- (Rupees) only
towards the part consideration money in respect of the Second 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>
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Total Rs. /-

IN WITNESSES WHEREOF the Parties hereto have hereunder set and subscribed their hands and seals to these presents the day month and year first above written.

WITNESSES :-

1.

The Vendors namely (1) SMT. ASHA MITRA.

(2) SRI ARINDAM MITRA

Being represented by their Constituted Attorney

2.

SIGNATURE OF THE VENDORS.

SIGNATURE OF THE PURCHASERS.

SIGNATURE OF THE CONFIRMING PARTY.

Drafted by me

Advocate

Computerized by :-

Tanvir Das.

Howrah Judges' Court