### **ELITE RESIDENCY**

## Agreement for Sale of Flat No D, Floor -3<sup>rd</sup>, Block 1

#### Between

# M/s ELITE CONSTRUCTION ... Developer

#### **AND**

SRI JYOTI PROKASH DAS & SRI GAN PROKASH DAS ... Owners

#### **AND**

MR. SANDEEP HAZRA
(PAN: AEEPH5595R)
&

MRS. SWARNALATIKA HAZRA (PAN: AKBPH1788D)

... Purchaser

Within P.S. & Dist. Purba Bardhaman
Within Burdwan Municipality, Mouza - Khaja Anower Berh, Ward No 17
Flat Area: More or Less (Eight Hundred and Forty Seven) 847 sq.ft.(Super Built-up area

#### **AGREEMENT FOR SALE**

Total Consideration Amount:

Rs.XXXXXX/- (Rupees \_\_\_\_\_\_) Only

**THIS AGREEMENT FOR SALE** is made on this \_\_\_\_\_ day of February Two Thousand and Nineteen.

#### **BETWEEN**

- (1) **JYOTI PROKASH DAS** son of Late Dibakar Das, by caste Hindu, by profession enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. Sripally, P.S. & District Burdwan, **PAN ADJPD4232F**
- (2) GAN PROKASH DAS, son of Late Dibakar Das, by caste Hindu, by profession enjoyment of the usufracts of the property, residing at Khaja Anowar berh, P.O. Sripally, P.S. & District Burdwan, PAN AEVPD7704F,

both are hereinafter called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the FIRST PART, represented through their Constituted Power of Attorney Holder M/S. ELITE CONSTRUCTION (PAN -AAEFE6241P), having its registered office at Bishalakshmi Bhavan, 96. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, represented through its partners:-(1) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepratappur, P.O., P.S. & Dist. Burdwan - 713101 PAN - ACTPD5431F (2) AND SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, PAN - AECPC7598D (vide. Registered Development Power of Attorney being No. 020304410 for the year 2015 at A.D.S.R., Burdwan).

#### **AND**

1.	MR.XXXXXXXXXXX, S/o Mr. Niharendu Hazra, having PAN: XXXXXXXX and
	residing at Village :, Post :, Police Station. :, District:
	Purba Bardhaman, West Bengal (Both/ single are) hereinafter called the
	"PURCHASERS" (which expression shall unless excluded by or repugnant to the context be
	deemed to mean and include their heirs, executors, administrators, representative and assigns) of
	the SECOND PART.

#### **AND**

M/S. ELITE CONSTRUCTION (PAN: AAEFE6241P), having its registered office at Bishalakshmi Bhavan, 96. No. G.T. Road, P.O., P.S. & Dist. Burdwan - 713101, represented through its partners:-

- (1) RAJ KUMAR SHAW s/o Harish Chandra Shaw, by caste Hindu, by profession Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan 713101. PAN: ATHPS8335C
- (2) **DIGBIJOY DEY** s/o Late Ajit Dey, by caste Hindu, by profession Business, resident of Bajepratappur, P.O., P.S. & Dist. Burdwan 713101. **PAN: ACTPD5431F**
- (3) SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan 713101. PAN: AECPC7598D
- (4) SUBRATA NANDI s/o Sudhir Nandi, by caste Hindu, by profession Business, resident of Kulti, Sreepur Road, P.O., P.S. Kulti, Dist. Burdwan. PAN: AELPN8684A

**All are** hereinafter called the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the **THIRD PART**.

**WHEREAS** the OWNERS are absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

**AND WHEREAS** the "A"schedule property originally belonged to Renu Bala Dasi and Dibakar Das and their names had been recorded in the R.S.R.O.R. and after the death of Renu Bala Dasi her property devolved upon his only legal heirs son Dibakar Das and therefore Dibakar Das was the absolute owner and possessor of the 'A' Schedule Property.

**AND WHEREAS** after the death of said Dibakar Das, his property devolved upon his legal heirs namely his wife i.e. Padma Rani Das, two sons i.e. Jyoti Prokash Das and Gan Prokash Das and four daughter i.e. Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy.

**AND WHEREAS** the aforesaid Padma Rani Das, Jyoti Prakash Das, Gan Prokash Das, Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy acquired undivided <sup>1</sup>/<sub>8</sub> share each of the 'A' Schedule property.

AND WHEREAS during ownership and possession of the said property Padma Rani Das, Sipra Maji, Jyotsana Das, Pratima Das, Shubhra Das & Samapti Roy transferred their undivided <sup>6</sup>/<sub>8</sub> share in the 'A' schedule property in favour of the present owner Jyoti Prokash Das, Gan Prokash Das i.e. the First Part by dint of a registered deed of gift bearing Deed No. 7087 for the year 2000 which was executed and registered on 30.10.2000 and was registered before the office of the Additional District Sub Registrar, Burdwan.

**AND WHEREAS** the present owner Jyoti Prokash Das, Gan Prakash Das i.e. First Part acquired absolute ownership and possession of the entire 'A' Schedule Property and thereby they mutated their names in the Office of B.L. & L.R.O., Burdwan and as well as before the office of Burdwan Municipality and paying land revenues and rent and taxes of the 'A' Schedule property.

**AND WHEREAS** the present owner Jyoti Prokash Das, Gan Prokash Das i.e. First Part freely, openly, without any hindrances whatsoever is owning and possessing the 'A' Schedule Property and got their name recorded in the L.R. Record of Right under L.R. Khatian Nos. 171 & 184 of Mouza - Khaja Anowarberh.

**AND WHEREAS** the LANDOWNERS absolutely seized and posses and absolutely entitled 0.27 Acres Bastu land more fully and particularly described in schedule below which is free from encumbrances and wanted to construct a multi-storied building on the aforesaid property by appointing a promoter on Joint Venture basis.

**AND WHEREAS** accordingly they offered the DEVELOPER to develop the said land by raising new building on the said land and the Developer accordingly constructed G+IV multi-storied building on the schedule property by sanctioned plan from Burdwan Municipality.

**AND** WHEREAS VENDOR the herein approached the developers M/S. ELITE CONSTRUCTION, represented by its partners (1) RAJ KUMAR SHAW s/o Harish Chandra Shaw, by caste Hindu, by profession - Business, resident of Lakshmi Niwas, Badshahi Road, Sharma Para, P.O., P.S. & Dist. Burdwan - 713101 (2) DIGBIJOY DEY s/o Late Ajit Dey, by caste Hindu, by profession - Business, resident of Bajepratappur, P.O., P.S. & Dist. Burdwan - 713101 (3) SASWATA CHAKRAVARTTY s/o Sukumar Chakravartty, by caste Hindu, by profession - Business, resident of Bishalakshmi Bhavan, 73 G.T. Road, P.O., P.S. & Dist. Burdwan - 713101 (4) SUBRATA NANDI s/o Sudhir Nandi, by caste Hindu, by profession - Business, resident of Kulti, Sreepur Road, P.O., P.S. - Kulti, Dist. Burdwan, to take up the project and complete the same by providing fund from his/their own source and the developer is agreed to take up the project for development of the said property and to provide funds for the said project. That the OWNER of the landed property and developer, represented by its partners after due discussion over the modus operandi and the terms and conditions of the development, they have mutually agreed to proceed the proposed project and the developer and the LAND OWNER entered into an Regd. Development Agreement being No. 020304030 in the year 2015 at A.D.S.R., Burdwan.

That OWNER of the landed property also executed a Registered Development Power of Attorney, Execution dated 08/11/2015, being No.020304410 for the year 2015 at A.D.S.R., Burdwan, where the LAND OWNER appointed Developer **M/S. ELITE CONSTRUCTION**, represented by its Managing Partners **DIGBIJOY DEY** s/o Late Ajit Dey , **SASWATA CHAKRAVARTTY** s/o Sukumar Chakravartty as their Power of Attorney Holder.

**AND WHEREAS** according to said Development Agreement developer herein got a sanctioned plan (Vide Memo No. 1300/E/VII-4 dated 19/03/2016) from Burdwan Municipality for G+IV multi storied building.

**AND WHEREAS** according to the said Development Agreement entitled the Developer / Confirming Party herein to sell and transfer the flats / apartments in the new building constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building / premises as detailed in the said Development Agreement to the various intending Purchasers.

**AND WHEREAS** the PURCHASER/S i.e. the Second Part herein approached the Developer / Confirming Party with a proposal to purchase one self-contained **Flat bearing No.** "**D**", **Block 1** in the **North side** measuring more or less **847 sq. ft**. (super built up area) on the 3<sup>rd</sup> (**THIRD**) **FLOOR**, TOGETHER WITH proportionate share of land in the building named **ELITE RESIDENCY** more particularly described in the first schedule hereunder.

**AND WHEREAS** the purchaser/s i.e. the Second Part after inspecting the relevant papers and documents in respect of the properties relating to the **Flat bearing No.** "**D**", **Block 1** in the **North side** measuring more or less **847 sq. ft.** (super built up area) on the 3<sup>rd</sup> (**THIRD**) **FLOOR**, TOGETHER WITH proportionate share of land in the building named **ELITE RESIDENCY** more particularly described in the first schedule hereunder, and approached the DEVELOPER for purchasing the same at a Total price of **Rs.24,64,000/-** (**Rupees Twenty Four Lacs and Sixty Four Thousand**) **Only** inclusive of G.S.T. and the DEVELOPER accepted the proposal of the purchaser i.e. the **SECOND PART**.

# NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- The Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT one self-contained **Flat bearing No.** " **D** ", **Block 1** in the **North side** measuring more or less **847 sq. ft.** (super built up area) on the 3<sup>rd</sup> (**THIRD**) **FLOOR**, TOGETHER WITH proportionate share of land in the building named **ELITE RESIDENCY**, approached the DEVELOPER for purchasing the same at a total consideration amount **Rs.24,64,000/-** (**Rupees Twenty Four Lacs and Sixty Four Thousand**) Only inclusive of G.S.T. which is more fully described in the Schedule hereunder.
- That the PURCHASER/S i.e. the Second Part has paid on or before of the execution hereof to the DEVELOPER a total sum of **Rs.XXXXXXXX/-** (**Rupees** \_\_\_\_\_\_\_) (i.e., 10% of the Total consideration money) as part payment out of total consideration amount inclusive of G.S.T. and the Vendor herein has acknowledged the receipt thereof.
- 3) That the PURCHASER/S i.e. the Second Part has agreed and acknowledged to pay the **balance amount** only to the DEVELOPER in the following manner:
  - i) 10% on or before execution of sale deed.
  - ii) 20% after First Floor (1<sup>st</sup>) Casting.
  - iii) 10% after Second Floor (2<sup>nd</sup>) Casting.
  - iv) 10% after Third Floor (3<sup>rd</sup>) Casting.
  - v) 10% after Fourth Floor (4<sup>th</sup>) Casting.

- vi) 10% on Brick Work of the Booked Unit.
- vii) 10% on Plaster of the Booked Unit
- viii 10% on Flooring of the Booked Unit
- ix) 10% on or before Possession.

#### 4) Ancillary / Mandatory Charges Payable on Possession.

- 1. Maintenance for a period of One year @ Rs.12 per sqft have to be paid.
- 2. WBSEDCL Electric Meter Connection Charges as per actual basis.
- 3. D.G.Set / Power Backup /Transformer / H.T. Line Charges as per actual basis.
- 4. Additional Stamp Duty & Registration Charges (applicable as per valuation of ADSR, Burdwan), Lawyers Fees, Legal Documentation and Government Taxes & Levies (if any other than G.S.T.) as applicable.
- That if the DEVELOPER fails and neglect to execute and register the aforesaid FLAT after receiving the full consideration amount within the stipulated date to be fixed by the PURCHASER/S i.e. the Second Part herein, the PURCHASER/S i.e. the Second Part shall be entitled to file a suit for Specific Performance of Contract Act against the DEVELOPER.
- That if the PURCHASER/S i.e. the Second Part fails to pay the rest of the consideration money in aforesaid time the DEVELOPER will be at liberty to sale the property to any other person after repaying the booking money received by DEVELOPER as hereunder written.
- 7) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within 2 (Two) years or 24 months from the date of signing this agreement.
- 8) The purchaser under no circumstances shall be entitled to claim possession of the said flat until the total consideration money of the said flat mentioned in clause no. 3 under this agreement is paid in full and final by him to the developers.
- 9) The developers shall give possession of the said flat to the purchaser on paying full price as per clause no. 3 & 4 above and the purchaser shall takes possession 7 days from the date of notice to be served by the developers to him.
- 10) Efforts will be made to give Possession of the said flat as agreed under this agreement. However under unavoidable circumstances, it may be extended mutually for another six (6) months.
- 11) The developers shall not incur any liability if it is unable to deliver the possession of the said flat by the stipulated time due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice order/rule or Notification of the Government, Municipality, and/or other public body.
- On taking possession of the said flat, the purchaser shall be entitled to occupy the said flat and use the same only for residential purpose. The purchaser shall at his own costs keep the same in a proper condition and shall observe and comply with all laws, rules and regulations of the Govt. Burdwan Municipality and any other government bodies, besides, after taking possession of the said flat the purchaser shall have no claim against the Developers in respect of any item of work in the said flat which may be allege not have been carried out in accordance with the agreement, unless the purchaser has intimated the same in writing to the developers on or before taking such possession.
- The purchaser shall be liable to bear all the taxes, charges for electricity required for the building and water that are common until obtaining separate electric meter and separate easement of taxes by the Burdwan Municipality and other services after taking possession of the said flat proportionately.

- 14) The purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the said land and it is being agreed that the purchaser's interest therein is impartible / undivided.
- 15) The purchaser shall not let, give or license, transfer, re-sell and assign the said flat or nay part of interest therein or agrees to do so until his dues to the developers under this agreement mentioned in clause-3 & 4 are paid in full. The purchaser may transfer his share after obtaining written approval from the developer and by paying 2% of the sale agreement or transfer price (whichever is higher) as Name Transfer Fee.
- The purchaser agrees with the developers and through the developers with the occupier of the other flats in the said multi-storied building the purchaser shall not demolish the flat nor make any addition or alteration to the same without the prior consent in writing from the developers or as the case may be flat/shop/office-room owners' Association of the purchaser except addition alteration of inside portion of the flat /room without disturbing the main structure of the building.
- The purchaser shall keep at his own expenses inside portion of the flat, the drains, pipes, cable wire, etc. in good repairs. The repairing of outside cable, pipes, drain etc. should be undertaken by the flats/shop rooms/office/garage owner's Association/Society or common service or services.
- 18) The purchasers/owners of the different flats/garages hereby agrees to observe and comply with all the rules, regulations by laws etc. of such owners' Association.
- A Conveyance Deed in favour of the purchaser will be made after full payment as mentioned in Clause -3 & 4. The legal advisor of the developers will prepare the documents of such Deed and other documents at the cost of the purchaser. The purchaser will be liable to pay all the Govt. tax and all other taxes payable as applicable on that date.
- 20) The purchaser shall use the said flat for residential purpose and shall not use the said flat in any other manner, which may cause nuisance, annoyance or disturbance to owners of the other rooms and flats of the said building. The purchaser hereby agrees not to use the said flat for any immoral or illegal purposes.
- All letters, receipts, notices issued by the developers and dispatched to the address of the purchaser given in the Agreement or notified otherwise in writing shall be deemed to have been duly served on the purchaser after expiry of 7 days of such issue of notice.
- 22) The developers are desirous of selling flat/garages in all other floors in the said building to the different parties on ownership basis, as are may be permitted by the Burdwan Municipality and entering into separate agreement with several persons and/or parties in respect of such sale and the purchaser will have no right to object or whatsoever to such sale.
- 23) The Purchaser agrees to bear all costs in respect of the agreement for sale, deed of conveyance, stamp duty and registration charges, advocate fees etc. and the Purchaser i.e. the Second Part is bound to Register the deed before the registering authority by Developer's Lawyer.
- 24) The purchaser shall bear all municipal taxes and other taxes which may be assessed for his flat from the date of possession of the flat/registration of the flat.
- Any taxes whether levied or liable now or future on land and/or building by any local body and/or Government as the case maybe from the date of possession of the flat will be borne by allottee /s and in case a consolidated demand is made for the land/building as a whole, the same shall be paid by the purchaser in proportion to the area of the flat.
- The purchaser hereby agrees and undertakes to be a member of the proposed flat / shop rooms / office / garages owners' Association and from time to time and sign and execute all application

- for membership and other papers, by-laws and documents for the same for his common interest without raising any objection in any nature.
- 27) The purchaser and the developers shall observe and perform all the by-laws and all the by-laws and all the rules and regulations of the said West Bengal Apartment ownership Act, 1972 or to any statutory modification or re-enactment thereof for the time being in-force, when registered and shall pay and contribute regularly and punctually towards taxes and other expenses including out goings in accordance with the forms of this agreement to the said flat / office owners association on demand.
- That if the purchaser fails to pay installment in time, the developer conserve the right to cancel the agreement after deducting a sum equal to 10% of the unit price only as professional depreciation from the amount received by him as per Clause -3 & 4 of this agreement.
- That the VENDOR AND DEVELOPER represents and states that the above mentioned FLAT is free from all encumbrances what so ever may be and he did not receive any amount from the third party and/or any one and did not executed any Agreement for Sale in favor of any one before execution of this presents and the VENDOR AND DEVELOPER further represent that the aforesaid FLAT is not mortgage property. That all the statements made in the instant agreement are binding upon both the parties.

#### FIRST SCHEDULE REFERRED TO AS ABOVE

ALL THAT piece and parcel of the Bastu land situated at Mouza - Khaja Anowarberh, J.L. No. 36, R.S. Khatian - 389, 332, 282, 390, 391 & 292, L.R. Khatian - 171 & 184.

R.S. Plot	L.R. Plot	<u>Class</u>	<u>Area</u>
135	189	Bastu	0.01 Acre
134	190	Bastu	0.04 Acres
143	192	Bastu	0.02 Acres
142	195	Bhiti	0.04 Acres
141	196	Bastu	0.07 Acres
144	193	Bhiti	0.09 Acres
	TOTAL	AREA -	0.27 Acres

Under Mohalla - Berh North Para, Holding No. 137, Ward No. - 17 within Burdwan Municipality, A.D.S.R. Office P.S. & Dist. Burdwan, in the State of West Bengal

#### SECOND SCHEDULE REFERRED TO AS ABOVE

#### (Description of the said Flat)

**ALL THAT** one self-contained **Flat bearing No.** "**D**", **Block 1** in the North side measuring more or less **847 sq. ft.** (super built up area) on the 3<sup>rd</sup> (**THIRD**) **FLOOR**, TOGETHER WITH proportionate share of land in the said premises named **ELITE RESIDENCY** which are more fully and particularly described in the FIRST SCHEDULE written above together with proportionate undivided and impartible share of land of the said premises together with common rights in the common area and facility of the said building and the premises along with all other rights and facilities of the building / premises for beneficial use and enjoyment of the said flat and liable to pay all common expenses along with other flat owners.

#### **SPECIFICATION**

#### 1. STRUCTURE:

R.C.C. framed structure as per municipal approved design.

#### 2. BRICK WALL:

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

#### 3. FLOORING:

All floors of the unit will be of vitrified tiles. Height of the skirting of bedrooms, dining cum drawing, Verandah will be 4" and that of kitchen and toilet will be of 6" from floor of same specification.

#### 4. TOILET:

- (a) Ceramic tiles will be fitted upto height of 6'-0" or door height from floor level in all toilets.
- (b) One (ISI) graded Indian pan in common toilet and one same graded commode in attached toilet including P.V.C./ Procilen lowdown cistern will be provided.
- (c) Two Nos. bib cocks will be provided in each toilet.
- (d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

#### 5. DINING:

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room.

#### 6. KITCHEN:

Kitchen tabletop will be made of granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a height of 3'-0" from table top level also in view portion. One No. sink and two Nos. bid cock will also provided.

#### 7. DOORS & WINDOWS:

All doors and windows frame will be made of Sal wood. Flash door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be provided in main entrance door. Both toilets will have PVC frame and shutter. Window shutter will be of Glass in Aluminum paneled.

#### 8. WATER SUPPLY:

All internal water pipeline will be concealed CPVC of required dia of approved brand. Outside water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

#### 9. SANITARY:

All fittings of Indian pans, commode, washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

#### 10. ELECTRIC:

All Electric line will be concealed of copper made. Adequate light points, fan points & plug points will be provided in the bedrooms. One No. A.C. Point in Master Bedroom, Plug point will be provided in dining cum drawing room. In each toilet and kitchen, one No. light point and One No. Exhaust point will be provided will be provided. In kitchen - Aqua Guard Point, Chimney Point and One No. 15 Amp. Plug point will also be provided. One No. calling bell point and one No. Light point will also be provided out side the main door. One nos. of electrical meter will be provided in the flats of the purchaser at the cost of the purchaser (as mentioned in clause 3&4).

#### 11. PAINTING & FINISHING:

Outside wall will be painted with weather shield. All internal wall surfaces will be finished by wall putti (white finish).

#### 12. LIFT:

Good lift of reputed company will be provided.

#### **MISCELLANEOUS:**

- (a) One no. Loft may be provided if suitable position.
- (b) Clear height will be more or less 9'-0".
- (c) Standard elevation of building will be provided.
- (d) No extra work other than the specification given above will be provided.

**IN WITNESSETH WHEREOF,** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the "PARTIES" at Burdwan in presence of:

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1.

( DEVELOPER)

 $(\ PURCHASER\ )$ 

#### **MEMO OF CONSIDERATION**

Received a sum of Rs XXXXXX/- (Rupees \_\_\_\_\_\_\_\_) only including GST from the above named Purchaser as and by way of earnest money and/or part of consideration money towards undivided impartible variable proportionate share in the land and for cost of construction of the said flat together with proportionate share of land in the building named **ELITE RESIDENCY** more particularly described in the first schedule of this agreement.

SL. NO.	DATE	MODE OF PAYMENT	BANK	CONSIDERATION AMOUNT (Rs.)
1.	-	Cheque No XXXXXXX		-/-
2.	-	Cheque No XXXXXXX		-/-
			TOTAL	