

Dated :-

To

Mr. & Mrs.....

.....

kolkata -

Subject :- ALLOTMENT LETTER

Dear sir & madam,

I have allotted a flat measuring about sq.ft. (super build up) and one car parking space ... sq.ft to **Mr.....** son of, by religion, by occupation, and **Mrs.....** both are residing at, Kolkata -,

Total price of flat and car parking of Rs. 00,00,000/- (.....) only plus GST as applicable.

The Details of flat:

Flat No – ..., 1st Floor, Facing.

2/1, Nandibagan, Kolkata – 700078.

Thanking you

R. S. CONSTRUCTION
(PROP.- RANA SAFUI)

AGREEMENT FOR SALE

THIS AGREEMENT made on this the 26th day of April 2019 (Two Thousand Nineteen)
BETWEEN:

(1) Sri. LAKSHMIKANTO CHATTERJEE (PAN - ATVPC9564B) son of Late Satyacharan Chatterjee, by religion Hindu, by occupation business (2) Sri BIRENDRA NATH BANERJEE (PAN- BBBPB1528B), son of Late Balaram Banerjee, by religion Hindu, by occupation business (3) Sri. AMAR BANERJEE alias AMAR BANERJI, son of Late Gangahari Banerjee, by religion Hindu, by occupation business (4) Sri. MAHADEB BANERJEE (PAN – CQYPB7894P), son of Sri Anil Banerjee, by religion Hindu, by occupation business all are residing at 26/1 Garfa Main Road, Kolkata - 700078, hereinafter referred to as the 'OWNER' (which expression shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assigns) of the **ONE PART**.

AND

"M/S. R.S. CONSTRUCTION" (GST NO - 19ABGPS2725P1ZZ) a proprietorship Firm, having its registered office at 210, Garfa Main Road, Kolkata – 700078, P.S. – Garfa, represented by its proprietor SRI RANA SAFUI (PAN – ABGPS2725P), Son of Sri Bibhupada Safui, by faith- Hindu, by occupation – Business, residing at 101/3, Garfa Main Road, Kolkata – 700075, hereinafter referred to as the "DEVELOPER" (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said firm, its proprietor his heirs, executors, nominee/nominees, representatives, administrators and assigns) of the **OTHER PART**.

AND

Mrs. (PAN –), wife of, by religion Hindu, by occupation housewife AND Mr. (PAN –XGPG0647J), son of, by religion Hindu, by occupation retire, both are residing at, hereinafter referred to as the "PURCHASER" (which expression shall unless and otherwise repugnant to the context be deemed to mean and to include his heirs, executors, representatives, administrators and assign of the **"OTHER PART"**).

WHEREAS One Smt.Braja Sundari Dasi , wife of Krishna Das Nandi was the recorded owner of ALL THAT land measuring 1.94 Acres more or less, comprised in C.S.Dag No.2107 under C.S. Khatian No.62 and 425 corresponding to R.S. Dag No.962 under R.S. Khatian No.64 and 420, situated at Mouza-Garfa, J.L. No 19, R.S. No.2, Touzi no.10, 12 & 13 now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry/ A.D.S.R. at Sealdah, in the District of south 24-Parganas, by virtue of purchase on auction.

AND WHEREAS out of nature love and affection, the said Smt. Braja Sundari Dasi gifted 1/3rd share in the said land to her son Sri Hrishikesh Nandi son of Late Krishna Das Nandi by Deed of Gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded In book No.I, Volume No.76, page from 89 to 95, Deed No.1329 for the year 1971 and thereafter the said Smt. Braja Sundari Dasi gifted the remaining 2/3 share in the said land to her other two sons Sri Mukunda Das Nandi bith sons of Late Krishna Das Nandi by two separate Deed of gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded in Book No.I, Deed Nos. 1308 & 1309, for the year 1971.

AND WHEREAS thus the said Sri Hrishikesh Nandi, Sri Mukunda Das Nandi & Sri Patitpaban Nandi jointly become the owner of the said land and for the purpose of

more convenient use and enjoyment, they made partition and division the said land among themselves and the said Sri Hrishikesh Nandi was allotted 1 Bigha more or less.

AND WHEREAS by a Deed of Gift dated 26.04.1984, registered at S.R. Alipur and recorded in book No.I, Volume No.4, page from 83 to 90, Deed No.1884 for the year 1984, the said Sri Hrishikesh Nandi granted , transferred and conveyed the said 1 Bigha of land, more or less, unto and in favour of one Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee, all sons of late Satya Charran Chatterjee.

AND WHEREAS being the owners of the said land, the said Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee become the owners of the said land and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Municipal premises No.2, Nandi Bagan, Assessee No.310106-12-0002-6, having its postal address-26/1, Garfa Main Road, Kolkata-700078.

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AND WHEREAS thereafter by Bengali Deed of Gift, Dated 30.11.1995, registered in the office of Sub-Registrar at Mumbai and subsequently the said deed was adjudicated before the District Collector of south 24-Parganas at Alipore, dated 18.12.1998, vide case no.adj 269/97, dated 18.12.1998, the said Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee gifted transferred and conveyed ALL THAT a piece and parcel of Bastu land measueing 6 Cottah 5 Chittak 0 sq.ft. be the same a more or less together with the tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No. 19, R.S. No.2, Touzi No.10, 12 & 13 comprised in C.S. Dag No.2107, R.S. Dag No.962, appertaining to C.S. Khatian No.62, R.S. Khatian No.64, being Premises No.2/1, Nandi Bagan, Kolkata-700078, Assessee No.31-106-12-0533-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry/A.D.S.P. at Sealdah, in the District of south 24-Parganas, more fully described in the First Schedule hereunder written, unto and in favour of the Owners herein.

AND WHEREAS the Owners hereto entered into an Agreement for Development, dated 13.02.2017, registered in the office of D.S.R-III, Alipore and recorded in Book No.I, Volume No.1603-2017, page 12594 to 12629, Being No.16030495 for the year 2017, the owners herein engaged Developer herein for construction of a G+IV storied building on the said land, with a Developer **M/S. Shree Brindaban Construction**, a Proprietorship firm, having its office at 72/6, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by its Proprietor **Sri Arun Chandra Bala**, son of Late Ananta Bala, by Faith Hindu, by occupation-Business, residing at 72/6, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, more fully described in the Schedule mentioned in the said Agreement, under certain terms and conditions contained therein and also granted a Development Power of Attorney, dated 13.02.2017, registered in the office of D.S.R-III, Alipore and recorded in Book No.I, Volume No.1603-2017, page 12733 to 12750, Being No.16030499 for the year 2017, unto the said Developer.

AND WHEREAS due to some avoidable circumstances, the said Developer did not materialize the said work of construction and requested the Owners herein for cancellation of the said Agreement and power of Attorney and they registered an Agreement for Cancellation, dated 21.09.2017 registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2017, Being No.4264 for the year 2017, and also registered a Revocation of Power of Attorney, registered in the office of D.S.R. III, Alipore and recorded in Book No. IV, Volume No.1603-2017, Being No. 160300629 for the year 2017.

AND WHEREAS thus the owners herein jointly became the owners of total land measuring 6 Cottah 5 Chittak 0 sq.ft. be the same a more or less, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Owners are desirous of constructing a G+IV storied building on the said land, but due to insufficiently fund, the Owners have placed their offer to the Developer herein as well as their co-owners to entrust the said development work with some terms and condition and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owners herein under the following terms and conditions.

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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

That in this agreement unless anything appears to be repugnant to the subject or context:-

AND WHEREAS the present owners (1) Sri. LAKSHMIKANTO CHATTERJEE (2) Sri BIRENDRA NATH BANERJEE (3) Sri. AMAR BANERJEE alias AMAR BANERJI, (4) Sri. MAHADEB BANERJEE in desire to develop the said premises by constructing a Residential flat system Building thereon through an efficient Developer who has sufficient resources to do the same and knowing the intention of the owner herein, the developer herein has approached himself to appoint him as Developer to construct the said building and the Owner have accepted his proposal and both the Owner and the developer herein have discussed between themselves regarding the terms and conditions on which this agreement can be executed and both the parties have agreed with the following terms and conditions set out below.

AND WHEREAS Sri Rana Safui has prepared a Building Plan and submitted the same before the K.M.C. Authority on behalf of the owners herein by the strength of the registered power of attorney and the said plan has been sanctioned by the K.M.C. Authority bearing Building Plan permit No 2018120029 dated 22-05-2018. AND WHEREAS after getting sanction of the said Building Plan the developer herein has started the construction of the said building maintaining the Rules and Regulations of the K.M.C. and in accordance with the said sanctioned plan.

AND WHEREAS during construction of the said building the purchasers herein have negotiated with the Developer and the owner to purchase One Flats/ on floor, Flat No –, North-West facing measuring sq.ft super buildup area more or less comprising of Two Bed Rooms, Two Toilet & Kitchen/ Drawing/ Dining/ Verandah space fully described in the schedule 'B' hereunder representing developer's allocation in terms of Development Agreement dated 22.09.2017 under

reference written as per Constructor/Developer herein has agreed with the proposal of the purchaser to sell the said Flat and one car parking space measuring a built up area of 120 sq.ft. more or less at or for a total Price of Rs. 00,00,000/- (Rupees) only plus GST as applicable of flat and car parking space the purchasers have agreed herein to pay the said consideration money in respect of the said Flat and paid a sum of Rs. 00,00,000/- (Rupees) only by cheque as an advance the receipt where of the Developer herein has acknowledged and the balance of Rs. 00,00,000/- (Rupees) only plus GST as applicable will be paid as mentioned in Para 2. WHEREAS both the parties herein have discusses between selves regarding terms and conditions on which the said Flat can be sold to the Purchasers and the Parties herein have accepted the terms and conditions as written here under.

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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

1. That subject to conditions contained herein Developer have agreed to sell and the purchasers herein have agreed to purchase all that the Flat at floor, Flat No – north-west facing at Premises No. 2/1, Nandi Bagan, Kolkata - 700078 fully described in the schedule 'B' hereunder written and with technical specifications as described in the schedule 'C' hereunder written together with the undivided proportionate share of land of the said premises and the common rights and services as described in the **Schedule 'D'** hereunder written along with one covered car parking space measuring a built up area of 120 sq.ft. more or less at or for a total price of Rs. 00,00,000/- (Rupees) only plus GST as applicable as mentioned herein after free from all encumbrances, trusts, liens, attachments what so ever and nevertheless to the easements with the beneficial use and enjoyment of the said Flat with the proportionate share of land including common facilities of the said building.

2. That the Purchaser shall pay a sum Rs. 00,00,000/- (Rupees) only plus GST as applicable as the total consideration of the said Flat and car parking space, out of which a sum of Rs. 00,00,000/- (Rupees) only has already been paid to the Developer herein as an advance, receipt where of the Developer has acknowledged and balance will be paid on given as follows

Rs. 00,00,000/- (Rupees) only plus GST as applicable on the date of Agreement.

Rs.00,00,000/- (Rupees) only after completion of bricks works plus GST as applicable.

Rs. 00,00,000/- (Rupees) only plus GST as applicable after completion of plaster works.

Rs. 00,00,000/- (Rupees) only plus GST as applicable after completion of flooring.

Rs. 00,00,000/- (Rupees.....) only plus GST as applicable at the time of registration or possession of the flat whichever is earlier.

3. That the Purchaser shall be entitled to enjoy the undivided proportionate share of land on which the building is to be constructed and completed along with the other common facilities which are to be given to the other Flat owners of the said Premises.

4. That the Purchaser shall be liable to pay the balance amount to the Developer on or before taking possession of the said flat and in case of failure of such payment by the Purchaser, the Developer shall not be liable to deliver possession of the said Flat to the Purchaser and on that case the Developer shall issue notice upon the purchaser herein and on receiving such notice if the Purchaser fails to pay the said balance amount this agreement for sale shall be treated as cancelled and in that case the amount which has already been paid by the Purchaser shall be refunded on deducting 10% as incidental charges.

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5. That on the other hand if the Developer fails, or neglect to deliver possession of the said Flat within the said period mentioned herein above the Developer shall also be liable to pay the interest on the sum already paid @ 10% per annum.

6. That the purchaser shall be entitled to sell, mortgage, lease and/or dispose of the said property in any manner whatsoever subject to the terms herein contained to any person/persons without the consent of the Developer.

7. That the undivided interest in the land shall remain joint for all times with the Co-Owner who may have acquired right, title and interest in the land. It is hereby undertaken by the Developer that the interest in the land is importable and joint interest in the land is obligatory.

8. That the Purchaser shall use the said flat for the purpose of residence but they are not entitled to use the same for any illegal trade and/or shall not keep any inflammable articles inside the said Flat.

9. That the Developer shall deliver possession of Flat within 31st December 2019.

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT a piece and parcel of Bastu land measueing 6 Cottah 5 Chittak 0 sq.ft. be the same a more or less together with the tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No. 19, R.S. No.2, Touzi No.10, 12 & 13 comprised in C.S. Dag No.2107, R.S. Dag No.962, appertaining to C.S. Khatian No.62, R.S. Khatian No.64, being Premises No.2/1, Nandi Bagan, Kolkata-700078, Assessee No.31-106-12-0533-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, and the same is butted and bounded as follows :-

On the North : 20ft, wide K.M.C. Road.

On the South : Land of others.
On the East : Land of others.
On the West : 25ft. wide Garfa main road.

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SCHEDULE “B” ABOVE REFERRED TO:

(Description of Flat – Room)

ALL THAT piece and parcel of Flat being on the floor North-west facing measuring about sq ft super buildup comprising Two bedrooms, kitchen, drawing and dining, balcony, toilet and w.c along with one covered car parking space of measuring a built up area of 120 sq.ft. with the undivided proportionate share of the land including other common facilities such as roof of the building overhead and underground Water reservoir, drainage sewerage, pathways, being its K.M.C. premises No. 2/1, Nandi Bagan, Kolkata - 700078. The flat together with the car parking space as mentioned is demarcated in red in enclosed plan.

IN WITNESS WHERE OF parties herein have set their respective hands on the day, month and year first above written

1.

SIGNATURE OF OWNER

2.

SIGNATURE OF DEVELOPER

3.

SIGNATURE OF PURCHASER

SCHEDULE – C

(Technical Specification of Building)

- Structure : The Building shall have R.C.C. framed structure of Ascalated Spread footing.
- Foundation bedding : P.C.C. (1:3:6) on 3” thick B.F.S
- Brick Wall : All exterior brickwork shall be 8” thick with bricks of Approved quality of C.M. (1:6). All partitions shall be 3” thick bricks of approved quality of C.M. (1:4).
- Floor bedding : P.C.C. (1:3:6) floor bedding 4”thick (average) over 3” thick. Soling in ground floor.

Floor finish, skirting, dado etc.

Vitrified Flooring to all floor, 6” height skirting to all rooms and 6”-6” glazed tiles to bath and lav and 3’ – 0” bean height glazed tiles above cooking platform and sink and basin (stainless steel).

Drawing & Dining and all other rooms etc. will be Vitrified flooring.

- Plaster : That outside of the building will have sand cement plaster (1:6). $\frac{3}{4}$ ’ thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ ” thick (average) in (1:4).
- Door & Windows : 1.a) Godrej lock with handle for main door.
2.a) Commercial Flash door with polish both sides.
b) Sal wooden doorframe.

- Windows : a) Aluminum windows as per approved design of architect.
b) All windows shall have glazed glass/planes.
c) All windows shall be covered by Grills
- Loft : At least one loft will be provided, loft in kitchen/ Bath Room.

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White-wash and Colour – wash

The building shall be painted externally. The inside of the flat shall be plaster of paris on the plaster surface.

- Toilet : 1. Bath.
a) European type white commode and one White plastic cistern
b) One white wash basin.
c) One Shower & mixture.
2. W.C.
a) European type white commode and one White plastic cistern
b) Two cocks.
3. All water pipes/lines will be concealed.
- Kitchen : a) One steel Sink.
b) One Aquaguard point.
c) Two cocks.
- Electric Points : 1. Bed Room
a) One Fan Point
b) Two light Point
c) One 5 amp Plug point on switch board.
2. Drawing & Dining Room
a) Two Fan Points.
b) Three light Points.
c) One T.V. Point (5 amp.).

- d) One Fridge Point (5 amp.).
- e) One CTV point without wire.
- f) One telephone point without wire.

3. Kitchen

- a) One light point.
- b) One Exhaust Fan Point.
- c) One Aquaguard Point (5 amp.).
- d) One microwave point (15 amp.)

4. Toilet

- a) One light point.
- b) One Exhaust Fan point.
- c) One Geyser point (15 amp.).

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5. W.C

- a) One light point.
- b) One Exhaust Fan point.

6. Balcony

- a) One light point.
- 7. One Electric bell point on main door.
- 8. Havells Modular Switch.
- 9. Finolex wire.
- 10) A.C. Point in one Bed Room.

Lift : Lift facility.

**All wiring will be as per existing C.E.S.C. regulations will be concealed,

SCHEDULE – D

(Common areas & common services)

WATER SUPPLY :

1. One R.C.C. Overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir.

COMPOUND:

1. 5' ft. height compound wall to be made from existing road level.

2. M.S. Grill gate as per approved design of the ARCHITECT and painted both side.
3. The foundation, columns, girders, beams, supports, main walls, stairs, stair ways, entrance to and exit from the said building to be constructed on the said land and intended for common use.
4. Installation of common services such as water sewerage (septic line) etc.
5. Pump motor, pipes ducts and all apparatus and installations in the said building for common use.
6. Electric meter box under the stairs in the ground floor or the building, electrical wiring and fixtures etc.
7. Underground water reservoir and the over head water tank.
8. Ultimate Roof, lift and lift room etc.

All the above technical specification are subjects to being approved by K.M.C. Authority and they may be added to or altered depending upon the size of the flat concerned and on mutual agreement between the developer and the Owners.

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MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of being **Rs. 8,82,000/- (Rupees Eight Lakh Eighty two thousand)** only plus GST being the full and entire consideration money in the manner hereunder written.

Sl. No.	Cheque no.	Date	Drawn on	Amount (Rs.)
1	RTGS	22/04/2019	ICICI	2,10,000/-
2	093684	26/04/2019	ICICI	6,72,000/-
TOTAL (Rupees Eight Lakh eighty two thousand)				8,82,000/-

WITNESSES:-

1.

2.

SIGNATURE OF DEVELOPER

