

SREE RAM CONSTRUCTION

1/78, NAKTALA, KOLKATA - 700047

Dated:

To

Mr. :

Mrs. :

Address:

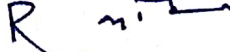
Sub: Provisional Allotment of Flat No. on the at
premises no.

Dear Sir/Madam,

Relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations I pleased to provisionally allot the flat in your favour. I also acknowledge receipt of Rs. [.....] (Rupees [.....]) towards part payment of booking amount for the flat.

Please note the flat shall be allotted in your favour only upon receipt of the balance Booking Amount . Therefore, I request to you to make a payment of Rs. [.....] (Rupees [.....]) which shall be inclusive of applicable taxes, towards Booking Amount for the flat by Pay Order/Demand Draft/Cheque in favour of “ **SREE RAM CONSTRUCTION**” , payable at Kolkata, within [...] days from the date of this letter ,i.e. on or before [...], failing which this Provisional Allotment will automatically stand terminated and SREE RAM CONSTRUCTION will be free to deal with the flat at its sole discretion.

SREE RAM CONSTRUCTION


Proprietor

AGREEMENT FOR SALE

THIS AGREEMENT made this day of in the year Two Thousand (20.....) **BETWEEN MR.RAJIB DEY**, Pan Card No.ADSPD1437F, Son of Sri Subhas Chandra Dey, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at-40, South Roynagar, Bansdroni, Kolkata 700070, presently Police Station-Bansdroni, District South 24-Parganas, represented by sole proprietor of **M/S. SREE RAM CONSTRUCTION**, a proprietorship firm having its registered office situated at 348/52, N.S.C.Bose Road, presently Police Station-Netaji Nagar, Kolkata-700047, District South 24-Parganas, hereinafter referred to as the **DEVELOPER/LAND OWNER** (which expression unless repugnant to the context shall mean and include his heir/heirs, executor / executors ,administrator/ administrators, representative/ representatives, successors-in-interest and assigns) of the **ONE PART**.

AND

1. Mr./ Mrs.(Pan No:) Son of, By occupation -, By faith - Hindu , residing at -,Kolkata-..... (hereinafter referred to as ‘the **PURCHASER/ PURCHASERS** (which expression shall unless excluded by or, repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS by virtue of a registered Deed of Sale dated 06/11/1961 made between Sri. Khazan Singh Ahluwalia the Vendor therein and Smt. Gayatri Roy the purchaser therein, which was registered at the office of Joint Sub – Registered of Alipore at Behala and recorded in Book No. I, Volume No. 39 , Pages 277 to 282 ,Being No. 4302,for the year 1961 the said Smt. Gayatri Roy purchased and absolutely seized and possessed of or well and sufficient entitled in fee simple in possession to ALL THAT vacant free land measuring an area of 6 cottahs 10 chittack 7 square feet be the same a little more or less situated and lying at in Mouza Naktala, being Khatian No. 219, Touzi No. 56, Dag No. 452, J.L No. 32,under Police Station then Sardar Tollygunj, in the District of 24 Parganas(South) together with all messuages, appurtenances along with all easement benefits and advantages belonging or attaced thereto.

AND WHEREAS being thus the absolute owner of the Scheduled property said Smt. Gayatri Roy mutated her name in the record of the then Calcutta Corporation in respect of th said property and enjoyed the same by payment of rates and taxes and the said property was recorded as Municipal Premises No. 26C Durga Prasanna Paramhansa Road,P.O- Naktala,P.S-Jadavpur now Netajinagar, Kolkkata-700 047, and within the Ward No. 100 of the Kolkata Municipal Corporation having its Assessee No. 21-100-04-0172-2 and after that said Smt. Gayatri Roy erected a partly Two Storied Building with cemented floor thereon as per the sanctioned by the then Calcutta Corporation.

AND WHEREAS thereafter natural love and affection said Smt. Gayatri Roy gifted total “ the said Property” together with land measuring an area of 6 cottahs 10 chittack 7 square feet be the same a little more or less with two storied building to her only son namely Sri. Partha Sarathi Roy the vendor herein by virtue of a registered Deed of Gift dated 10/09/2010 which was registered at the office of District Sub-Registered –I of Alipore and recorded in Book No. I CD Volume No. 15,Pages. 2812 to 2830, Being No. 02841, for the year 2010.

AND WHEREAS being thus the absolute owner of the Scheduled property said Sri. Partha Sarathi Roy mutated his name in the record of the Kolkata Municipal Corporation in respect of the said property and enjoying the same by payment of rates and taxes and the said property was recorded as Municipal Premises No. 21-100-04-0172-2 and having its mailing address 26C, Durga Prasanna Paramhansa Road, P.O- Naktala, P.S- Jadavpur now Netajinagar, Kolkata-700 047, within the Ward No. 100 of the Kolkata Municipal Corporation.

AND WHEREAS thereafter the vendor said Sri. Partha Sarathi Roy herein desirous to sale to Sri Rajib Dey referred to as the purchaser herein, to sell the all that a piece of parcel of land containing an area of 6 cottahs 10 chittack 7 square feet be the same a little more or less situated and lying at in Mouza Naktala, being Khatian No. 219, Touzi No. 56, Dag No. 452, J.L No. 32, under Police Station the then Sardar Tolligunj then Jadavpur now Netajinagar, in the District of 24 Parganas (South). together with the partly Two Storied Building by a registered sale deed dated. 04/12/2017, Registered in the office of District Sub Registrar -I, Alipore, South 24-Parganas, which is Registered in Book No. I, Volume No. 1601-2017, Page From. 112225 to 112253 being no. 160103582 for the year 2017.

AND WHEREAS Sri Rajib Dey son of Sri. Subhas Chandra Dey, by faith – Hindu, By occupation-business, residing at 40 South Roy Nagar, Bansdronei, P.O- Bansdronei, P.S- Bansdronei, Kolkata-700 070, represented and proprietor of M/S Sree Ram Construction having its office at 348/52 N.S.C Bose Road, P.O- Naktala, P.S- formerly Jadavpur thereafter Patuli now Netajinagar, Kolkata-700 047 the absolute **OWNER** of aforesaid Scheduled Property, now the developer (Land Owner) develop his property to construct a G+4 storied building upon the said land as per sanctioned plan of K.M.C. Accordingly the developer (Land Owner) proposed to sell Flat No., Floor, side, having a built up area measuring about Sq. Ft. consisting of bed rooms, living cum dining, kitchen, toilet, w.c, verandah for a total consideration of Rs.[.....] (Rupees [.....]) Only purchaser/second party accepted the proposal of the vendor and to complete the transaction both the parties agreed between themselves in the following terms and conditions:-

NOW THIS INDENTURE WITNESSETH as follows :-

- 1) That the purchaser has agreed to purchase the said flat specifically mentioned in the schedule – “B” hereunder for a fixed consolidated price of Rs.[.....] (Rupees [.....]) Only along with proportionate share of land of the schedule – “A” hereunder and the common amenities facilities and obligations thereto and the vendor also agreed not to enhance the price in any circumstances.
- 2) That the purchaser has also inspected all the deeds of the owner, sanction plan and all other necessary papers and documents relating and connected to the said property and being satisfied regarding the title of the owner and the capacity of the vendor entering in the present agreement to complete the transaction strictly as per terms of this agreement.
- 3) That the purchaser paid a sum of Rs.[.....] (Rupees [.....]) only advance payment of the full consideration money and also agreed to pay the balance as per schedule – “D”. The vendor received and acknowledged the said part payment and also agreed to abide by the terms of this Agreement.
- 4) That the First Party shall at the earliest construct and complete the said flat for and on behalf of the purchaser/second party and shall deliver possession thereof to the purchaser in good workmanship manner strictly following the specifications mentioned in the Schedule – “C” hereunder within 31st March 2020 hereof subject to payment as per schedule – “D” force majeure and circumstances like flood, earth quake and other natural calamities beyond the control of the Developer/Owner always accepted.
- 5) That the purchaser shall have no claim save and except in respect of the particular flat along with common facilities hereby agreed to be acquired and which is more particularly described in the schedule – “B” hereunder. All the open spaces lobbies, stair case etc. shall remain the property of the First party till the whole construction of the building is completed as per plan. The purchaser shall have no right or any nature in the car parking/garage in the said premises in any circumstances, if not purchased by the purchaser.
- 6) That the purchaser/second party hereby agrees to pay the First party towards the cost of the flat ,the total sum mentioned in the schedule – “D” (payment schedule) hereunder strictly in the manner and at the state mentioned therein, for acquiring the said flat described in the schedule – “B” hereunder.

- 7) That the vendor shall carry out construction work according to the plan sanctioned by The Kolkata Municipal Corporation and the portion of terrace of the building constructed or to be constructed including parapet walls shall always be the common property with the other Flat owners.
- 8) That the vendor as aforesaid shall construct the building as per the existing sanctioned plan in case additional work to be done as per written instructions of the second party/purchaser, the cost of such extra work to be borne by the purchaser as per Estimate/Bill of the L.B.S. of the first party.
- 9) That the purchaser/Second party agrees to pay the proportionate tax of the KMC or any authority from the date of possession till the flat be separately assessed by the Kolkata Municipal Corporation.
- 10) That the first party shall construct the building as per specification made in Schedule 'C' hereunder the purchaser/second party have liberty to inspect the nature of contraction workmanship and the quality of the materials by self or through their agent/agents.
- 11) That the purchaser/second party shall have every right to point out the deviations or defects during the construction by the first party and the first party agrees to rectify the defect or deviations if any, in the constructions.
- 12) That the First party agrees not to make any structural change in the said building detriment to the interest of the building or present laws of the land.
- 13) That the purchaser/second party will get the facility of common areas and places as per schedule 'E' hereunder.
- 14) That the second party/purchaser shall apply for supply of electricity for the said flat to be purchased by him and the vendor agrees to arrange necessary consent for such supply of electricity by the CESC. The first party shall also apply for electric connection (common meter) for the whole building on behalf of the second party.
- 15) That the purchaser/second party will get the facility of common areas and places as per schedule – “E” hereunder.
- 16) That the purchaser/second party hereby covenants to keep the flat, its walls, partition walls, sewers, drains, pipes and appurtenants thereto in good and tenantable repairs and conditions and in particular, the various supports, shelters etc.
- 17) That the purchaser shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or dispose of his flat nor assign, under-let or part with the interest under or the benefit of this Agreement or any

part thereof unless and until all the dues, of whatsoever nature payable under this agreement is fully paid and satisfied and all terms and conditions herein is complied with. The Purchaser/second party however, may mortgage/charge the said flat to any Bank financial institutions of Central Govt./Govt. undertaking / Autonomous Society for raising finance/loan for the purpose of payment to the first party the cost of flat herein provided, after obtaining consent of the first party in writing. However, the first party will be bound to give written consent for raising loan from the above organizations. for any legal purpose and where any license, permission etc., is required for the user thereof the same shall not be used without obtaining license.

- 18) That the Purchaser/Second Party shall not demolish at any time or cause to be demolished the said flat or any part thereof nor shall make or cause to be made any structural changes to the said flat or any part thereof.
- 19) That after the possession of the flat been handed over to the Purchaser , if any additions or alterations in or about or relating to the said building or thereafter is required to be carried out by the Government, Municipal Corporation, Improvement Trust or any statutory authority the same shall be carried out by the Purchaser in co-operation with the purchaser of the other flats in the said building at their own costs and the First Party shall not be in any manner liable or responsible for the same.
- 20) That the Purchaser/Second Party shall not decorate the exterior of his flat.
- 21) That the Purchaser/Second Party shall not throw dirt, rubbish or other refuses or permit the same to be thrown in the compound or any other open portions.
- 22) That the purchaser/second party shall not use the flat or permit the same to be used for any purpose other than as a private dwelling house. The purchaser will also not use the same nor permit the user thereof space etc, of the building and its part except at the place specifically provided for the said purpose in the said building.
- 23) That all letters, receipts , notices , intimations etc. , issued by the Vendor / First Party and dispatched by Registered post with A / D to the Purchaser / Second Party on the address given in this Agreement will be sufficient proof of the receipt of the same by the Purchaser / Second Party and shall effectually discharge the burden of the First Party.
- 24) That all costs, charges and expenses in connection with the preparations , stamp duty , registration charges and all other expenses that may be required in respect or transfer deed, or conveyance or any other

documents to be executed by the Vendor , Owner and the Purchaser shall be borne and paid for by the Purchaser / Second Party.

- 25) That the Purchaser / Second Party hereby covenant not to interfere with or hinder or obstruct in any manner whatsoever the construction of the building or any part thereof the Vendor / Contractor and also way affected or prejudiced.
- 26) That the Purchaser / Second Party hereby covenants that he will not interfere in connection with the use and enjoyment of the premises and common parts of the said building by other flat owners.
- 27) That the Purchaser/Second Party will not display or affix any signboard or any wall of the building or the terrace or the common parts of the building only the name plate / board shall be affixed by the Purchaser / Second Party.
- 28) That the Purchaser / Second Party will not claim any partition or sub-division of the land or common parts of the building and shall not make any partition of the flat etc. in smaller size by metes and bounds or otherwise.
- 29) That the Vendor / First party hereby covenants with the Purchaser as :-
The Purchaser / Second Party paying the consideration / cost of construction and observing and performing the covenants terms stipulations herein contained and to be performed by the purchaser, the Purchaser will peaceably and quietly hold and enjoy the said flat and the common parts thereof when constructed and completed without any interruption from the Vendor or Owner or any person or persons claiming through or under them. In case the Purchaser committing default in payment of amounts payable by his under this Agreement or on failure on his part to observe and perform the terms and conditions, this Vendor/First Party fails to complete the said flat within the stipulated period as per Agreement or specification made in Schedule – “B” & “C” the Second Party have right to terminate this Agreement and can ask for repayment/refund of the advance with 15% interest. **AND** if the construction is made within time and Second Party fails to pay in time as agreed in schedule “D” of the instant agreement then the Second Party will pay 15% interest for the delayed payment to the First Party.
- 30) That if the Second Party / Purchaser fails to comply with the terms of this Agreement or, intends to cancel the agreement at his own, in that circumstances the Vendor shall repay the advance money deducting the damage @ 15% of the paid up amount, when the said flat will be booked by any other intending Purchaser.

- 31) The common expences and maintenance charges will be borne by the purchaser proportionately.
- 32) That a temporary maintenance charges of Rs. 1,000/- (Rupees One Thousand Only) shall have to be paid by all the flat owners including land owners as mentioned in **FIRST PART** after obtaining the completion certificate from The Kolkata Municipal Corporation till the formation of society.
- 33) The purchaser shall liable to pay or bear the Goods and Service Taxes imposed by the Central Government or State Government in respect of the said flat.

SCHEDULE - "A"

(Description of the entire land)

ALL THAT a piece or parcel of 6 cottahs 10 chittack 7 Square Feet land be a little more or less comprised of being portion of Plot Nos. 16 and 17 lying and situated in Mouza Naktala, being Khatian No. 219, Touzi No. 56, Dag No. 452, J.L No. 32, under Police Station formerly sardar Tollygunj then Jadavpur thereafter Patuli now Netajinagar, in the District of 24 parganas (south), being Municipal Premises No. 26C Durga Prasanna Paramhansa Road and having its mailing address 26C, Durga Prasanna Paramhansa Road, P.O-Naktala, P.S-Jadavpur now Netajinagar, Kolkata- 700 047 within the Ward No. 100 of the Kolkata Municipal Corporation having its Assessee No. 21-100-04-0172-2 which is butted and bounded by:-

ON THE EAST : By Plot No. 18 (Now 26C D.P.P. Road)

ON THE WEST : By Plot No. 15 (Now 26B D.P.P. Road)

ON THE SOUTH : By Plot No. 24 and 25 (Now 26E D.P.P. Road)

ON THE NORTH : By 30' ft wide passage.

SCHEDULE - "B"

(THE SCHEDULE - " B" ABOVE REFERRED TO

(Property to be sold)

ALL THAT Flat No., Floor, side, having a built up area measuring about Sq. Ft. consisting of bed rooms, living cum dining, kitchen, toilet, w.c, verandah of the proposed Ground Plus four storied together with common rights of the common parts portion and areas of the building and common amenities facilities, rights and benefits of the said proposed building as per Kolkata Municipal Corporation record Premises No. Premises No.26 C Durga Prasanna Paramhansa Road, being postal Address-26C Durga Prasanna Paramhansa

Road Kolkata-700047, being Assessee No.21-100-04-0172-2, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Jadavpur now P.S.Netaji Nagar,Kolkata-700 047 in the District of 24-parganas (Now south 24-parganas).

SCHEDULE - "C"

(Specification of Construction and Amenities)

STRUCTURE	R.C.C.Structure with beams, columns and slabs.
WALLS	Internal of 3" thickness of No. 1 new bricks and walls should be netted. External Walls of 8" thickness of No. 1 new bricks with plaster of finish.
TREATMENT	Anti -Termite treatment to be provide at Foundation & Plinth level. Roof Treatment should be done before handover of the all Flats.
FLOORING WITH SKIRTING	Bed Rooms (2 Nos.) , Hall / Drawing & Dinning and Veranda : Marble – Good quality (Big Slab). Kitchen : Marble/Anti skid tiles. Kit floor with door sill, Washing place down from kit floor (Big Slab). Toilet & WC : Marble/Anti skid Tiles (Big Slab). Staircase & Landing : Marble (Big Slab). Stairs steel-railing with wooden handrail.
DOORS	All Door frames will be made of Sal wood 4" X 2½". Inner surface of the frame should be painted.

	<p>Entrance main door will be made of Teak Wood Panel type with Godrej Lock, Door Stopper, Sand Block & all fittings. Polish should be done. Collapsible gate should be fix in front of all main doors.</p>
	<p>Others Doors - Flush Doors ISI make hot press phenol bond flush door, 32 mm in thickness (Make: ISI) with Godrej lock, Door Stopper & all fittings.</p>
	<p>Toilet & W.C. Doors should be Flush Door with PVC Sheet.</p>
DOOR FITTINGS	<p>Steel type. Chromium Plated Door Ring, Tower bolt (10") & Door Hinge.</p>
WINDOWS & GRILL	<p>Inner surface of the frame should be painted. Aluminium sliding windows.</p>
	<p>All metal surfaces (grill/panel) covered with 2 coat primer and 2 coat Colour good quality make.</p>
ELECTRICALS / CABLE / TELEPHONE	<p>Concealed copper wiring will be done by fire proof wire with proper specifications (Make: Havels) and Switches of Tray / Roma. Main switches should be Havels Make.</p>
	<p>Each apartment will be provided with Safety equipment i.e. M.C.B. (Make: Havels) must be provide for all points.</p>
	<p>Entrance Calling Bell for each apartment (From Ground & Main Entrance).</p>

	Adequate Lighting at Staircase, Parking space, Terrace and Boundary wall. Electrical arrangement to be provided in the Pump Room.
	Maximum safety measures and checks will be provided. Materials used, including switches will conform to ISI standards.
SANITARY AND CONCEALED PLUMBING	Kitchen : Black Granite top Cooking platform over Black Stone with Stainless steel sink(21" x 17") having with Chromium-plated Bib Cock (1 no.). Below platform 2 tire shelves by Black Stone should be provide including Two gas cylinder space. One whole should be provided for Cooking Gas pipe line. (Bib Cock Make – Parryware/Jaquar)
	Glazed / Ceramic tiles up to 7' 0" height from floor. (Tiles Make – Kazaria)
	1no C.P. Bib Cock below sink provided for washing utensils. (Bib Cock Make – Parryware/Jaquor)
	Total Kitchen Water Point : 2 Nos (Which is above mentioned)
	Toilet: Glazed ceramic tiles up-to door height (6 feet) on wall. (Tiles Make – Kazaria)
	Concealed hot (GI pipe line Make – TATA Medium) and cold pipe line (PVC/Tata Medium) separate lines.

	<p>Complete set Commode (Make – Parryware/Jaquor)</p> <p>Wash Basin (White) with fittings of Parryware make with C.P. Pillar Cock (Make – Parryware). (Wash Basin may fix outside of the Toilet).</p>
	Total Toilet Water Point : Wash Basin -2, Tap-4, Mixture -1 for concealed bath line with C.P. Bib Cock (Which is above mentioned)
	W.C. : Glazed ceramic tiles up-to door height (6 feet) on wall. (Tiles Make – Kazaria)
	Complete set (with seat cover) of Commodes / Western style - 1no. (White) with 1no. C.P. Pillar Cock. (Make – Parryware/Jaquor).
	Concealed shower lines with C.P. Bib Cock (Make – Parryware/Jaquor).
	Total W.C. Water Point : 2 Nos (Which is above mentioned)
	Roof and Garage : Water Point : 2 nos each.
	External plumbing line : Finolex / Supreme/ Oriplast/Astral make.
	All sanitary ware and fittings will conform to ISI standards. Adequate care will be taken to deliver quality materials and workmanship.
WATER SUPPLY	Overhead R.C.C/Brick/P.V.C. reservoir and Underground reservoir with KMC water line to be provided.

	Electric Pump and Motor with Starter to be installed by Developer at ground level within a suitable place for lifting water to overhead reservoir. (Pump Make - Hixson & Motor Make - Compton.
PAINTING	External Finish : All external walls covered with 2/3 coats WEATHERCOAT of Good Brand / BERGER. Total Staircase area should be done with POP. Garage area paint by WEATHERCOAT.
	Weather proof paint and other decorative finish as per Architect Scheme.
	Internal Finish : All covered area i.e. Bed, Liv & Din, Kitchen, Toilet & WC should be done by Plaster of Paris (P.O.P.).
STAIRCASE GATE	Developer shall provide a steel collapsible gate at the entrance of the staircase room at the ground floor level.
VERANDA	Half Covered Grill for Verandas.
FACILITY	Lift, Watchman room.
	Letter Box for individuals, Concealed Cable TV and Telephone line.

AMENITIES:

- Gardening.
- Water treatment plant.
- CCTV Monitoring
- Body Fitness Centre (Air-Condition).
- Lift (Shrijan Elevators)

ELECTRIC POINTS

Bed Rooms each	5 Points
Bed Rooms each - 5 Amp	2 Points
Kitchen	4 Points
Kitchen – 5 Amp & 15 Amp	1 Point each
Toilets	3 Points each
Verandah	2 Points
Verandah – 5 Amp	1 Point
Drawing / Dining	5 Points
Drawing / Dining 5 Amp & 15 Amp	3 Points and 1 Point
Power Points(15 Amps.)	3 Points
A.C. Point(each bed room)	1 Point

WATER SUPPLY: Municipal Water supply from common overhead reservoir.

ELECTRIC SUPPLY : The security deposit with CESC and cost of obtaining Electric connections / installation will be on account of the purchaser.

THE SCHEDULE – “D” ABOVE REFERRED TO
Payment Schedule

1. Advance/Booking Amount	Rs. [.....]
2. At the time of agreement	Rs. [.....]
3. Within the Month of	Rs. [.....]
4. Within the Month of	Rs. [.....]
5. Within the Month of	Rs. [.....]
6. Balance Full & Final payment to be made Within completion of the flat /delivery of Possession/registration Whichever is earlier.	Rs. [.....]
Total :	Rs. [.....]

(Rupees Only)

THE SECHEDULE - "E" ABOVE REFERRED TO**(Common areas)**

1. Stair case and lift on all the floors.
2. Stair case landing on all floors in common with the other flat owners of the building as well as the owners and / or the flat owners of the building.
3. Common passage on the ground floor.
4. Septic Tank.
5. Water pump, overhead and underground water tank water pipes and other common plumbing installations.
6. Main switch, common light fittings, pump operating electrical meter and fittings (excluding those, as is installed for any particular flat).
7. Stair case room from ground to roof.
8. Drainage and sewers.
9. Pump room.
10. Roof, boundary walls and main gates.
11. Such other common parts , areas, equipment's, installations, fixtures, fittings and space in or about the said building as is necessary for passage to or user and occupancy of the flats in common and as is specified expressly to be the common parts after construction of the building, the roof and / or terrace.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written:-

SIGNED , SEALED AND DELIVERED

By the owners at Kolkata in the
presence of :-

1.

2.

SIGNATURE OF THE OWNERS

SIGNATURE OF THE PURCHASER