NONJUDICIAL

पश्चिम बंगाल WEST BENGAL

09AA 324167

AGREEMENT

THIS AGREEMENT is made on this the 17th day of December, Two Thousand Ten BETWEEN DR. ABHIJIT SARBADHIKARY, son of Subhash Chandra Sarbadhikariy, by Religion - Hindu, by occupation - Doctor, previously residing at 68 B, Rasa Road East, Kolkata - 700 030, Police Station - Tollygunge, West Bengal, Presently residing at 43, Rashbehari Avenue, Flat No. 5D, 5th Floor, Kolkata - 700 026, PS - Tollygunge, hereinafter called and referred to as the "LAND OWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) g of the "ONE PART".

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ATTORNEY OF SRI PARTALA GUAINAIL CONSTITUTED

Vigoya Mahajan

ali Bhouming Kuzon Lolow

Sanken pravad Bhasenik vijoya Mahajan
Partner

Bijali Bhaumin. Kiron Looks the worning

M/S SHAKAMBHARI CONSTRUCTION, a partnership firm having its registered office at 461, Kalikapur, East Kolkata Township Kalikapur, Kolkata - 700 099, under Police Station - Purba Jadavpur, in the District of South 24-Parganas, represented by its partners namely (1) SRI PARTHA BHAUMIK, Son of Sri Nripen Bhaumik, by religion - Hindu, by occupation - Business, residing at 43, Diamond Harbour Road, Behela, Kolkata – 700 034, under Police Station - Behala, in the District of South 24-Parganas (2) SMT. VIJOYA MAHAJAN, wife of late Sukhendu Vikash Mahajan , by religion - Hindu, by occupation -Business, residing at C - 45/2, East Rajapur, Santoshpur, Kolkata - 700 075, under Police Station - Purba jadavpur, in the District of South 24-Parganas (3) SMT BIJALI BHAUMIK, wife of Sri Sajal Bhaumik, by religion - Hindu, by occupation - Business, residing at 376, Madurdaha, Hossenpur, East Kolkata Township, Kolkata - 700 107, under Police Station - Tiljala, in the District of South 24-Parganas (4) SMT KIRAN BALA BHAUMIK, wife of Late Dr Nishi Kanta Bhaumik, by religion - Hindu, by occupation - Business, residing at 376, Madurdaha, Hossenpur, East Kolkata Township, Kolkata - 700 107, under Police Station - Tiljala, in the District of South 24-Parganas, hereinafter called and referred to as the "DEVELOPER/CONTRACTOR" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, Successors-in-office, Successors-in-Interest, executors, administrators legal representatives and Contd.--- P - 3 assigns) of the "OTHER PART".

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AND WHEREAS one aforesaid DR. ABHIJIT SARBADHIKARY, land owner, party of the one part herein was /is the sole and absolute owner of all that piece and parcel of a net sali land measuring sft about 07 cottahs 0 chittaks 16. excluding Road(West Side) i.e net land reference plot no. P - 7 & 8 be the same a little more or less as per RS Dag No. 356/406, Touzi No. 12, C.S. hatian No. -153/1, 278, 361, 18,259, 356, 276, 362,256 .S Dug No.- 306, and 253, J L No - 20, Mouza - Kalikapur, RS No. 2, R.S. Khatian no -356 under Pargana - Khaspur, Sub-Registry Office Alipore, Alipore Collector of Mouza - Kalikapur, within the Sub-Registry Office at Alipore, at present Sealdah, District Sub-Registry Office at Alipore, which is at present within the jurisdiction of The Kolkata Municipal Corporation under Ward No.109 under assessed property, KMC Assessee No.31-109-06-606-6 and being KMC Premises No.- 606, Kalikapur, Plot No.- P - 7 & 8, Kolkata - 700 099, morefully described in the Schedule 'A' hereinbelow by way of purchase from the then owner SRI MANASH KANTI DAS, son of Late Subodh Kumar Das, by a Registered Deed of Conveyance dated 26.05.1992, Book No. I, Volume No.-170, Pages- 163 to 173, Being No. - 9415 and under the jurisdiction of South 24-Parganas hereinafter called & referred to as the 'said property'.

AND WHEREAS The aforesaid Registered Deed of Conveyance dated 26.05.1992 has been duly executed and registered in the Office of the District Sub-Registrar Office at Alipore, 24-Parganas (S) and duly recorded in Book No. I, Volume No. 170, Pages No. 163 to 173, Being No. 9415, for the year 1992.

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AND WHEREAS accordingly, aforesaid **Dr ABHIJIT SARBADHIKARY**, Land Owner, party of the one part herein became the sole and absoslute owner of the aforesaid total land measuring about 07 cottahs 0 chittaks 16 sft. more or less **excluding Road**, under the aforesaid Mouza – Dag and Khatian and while seized and possessed the same mutated his name with the records of Jadavpur Municipality and then Kolkata Municipal Corporation under KMC Assessee No.31-109-0606-6.

AND WHEREAS subsequently, while the aforesaid Dr Abhijit Sarbadhikary, land owner, Party of the one part herein duly mutated his name with the records of the B.L.R.O. Behala, Kolkata, W.B. in respect of the aforesaid property 07 k 0 ch. 16 sq.ft. and started enjoying the aforesaid net land being KMC Premises No. 606, Kalikapur, Kolkata – 700 099, intended to develop/engaged the aforesaid property, and accordingly, appointed M/S.

SHAKAMBHARI CONSTRUCTION the party of the other part herein for the purpose of development of the said land morefully described in the Schedule – 'A' hereunder written under certain terms and conditions mutually agreed by and between the parties herein which are hereunder written.

AND WHEREAS accordingly, aforesaid developer/contractor, the party of the other part herein being agreed to develop the aforesaid land morefully described in the Schedule 'A' hereinbelow entered into this Agreement for Development under certain terms and conditions which are hereunder written.

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AND WHEREAS accordingly both parties to have equal share of whatever structure has come up in case of work not proceeding according to plan.

AND WHEREAS Buyer's of Flats from both parties i.e. land owner and developer to be approved of by mutual agreement.

AND WHEREAS accordingly aforesaid developer/contractor, the party of the other part herein being agreed to develop the aforesaid land morefully described in the **Schedule 'A'** herein below entered into this Agreement for Development under certain terms and conditions which are hereunder written.

NOW THIS AGREEMENT WITNESSETH as follows :-

ALL THAT - The land owner hereby accepts the offer of the Developer for the Development of the said Schedule 'A' property and shall start all that RCC structural construction for the proposed building on the said piece and parcel of Net land measuring about 07 cottahs 0 chittack 16 (Excluding Road) be the same a little more or less lying and sq.ft. situated under J.L. No. 20 , Pargana- Khaspur, Touzi No. 12, under R.S. Dag No. 356/406 of R.S. Khatian No. 356, C.S. Khatian No. 153/1,278,361,18,259,356,276,362,256 and 253 of Mouza - Kalikapur, Police Station - Purba Jadavpur, Previous police station - Kasba in the District of South 24-Parganas comprised of vacant land being KMC Premises No. 606, Kalikapur, Kolkata - 700 099, which is particularly described in the Schedule 'A' herein below after getting the plan being sanctioned by the Kolkata Municipals Corporation hereinafter referred to as the "Said Property".

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Partner

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Sankar pravad Bhaunik, Vijoya Mahajan
Partner Partner

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OWNER'S ALLOCATION :-

That the developer/contractor i.e. the party of the other part herein shall provide total four (4 Nos.) self contained dwelling flats i.e. one number Flat at First floor, North-West Side of the building, Two numbers Flat at 3rd floor & One number Flat at 4th floor North-West Side of the building, each flat containing three bedrooms, One Drawing/Dining, One Kitchen, and Two Toilets measuring about approx 1200 sq.ft. built-up area sanctione by more or less i.e. ratio wise 50% of the built-up area of entire building sanctioned by KMC, according to the sanction plan of the KMC yet to be submitted and by forfeit cheque amount Rs. 1001/-(Rupees One thousand One) by cheque No. 681553 dated 15th December 2010, UCO Bank, Branch- East Kolkata Township Project.

The developer/contractor i.e. the party of the other part herein shall be liable to pay all the taxes and/or any other miscellaneous expenses during construction upto handover the owners allocation regarding the clearance of the property morefully described in the **Schedule 'A'** herein below in respect of Kolkata Municipal Corporation and/or any authority whatsoever required.

ALL THAT - The land owner, i.e. the party of the one part herein agree with the party of the other part i.e. **Developer/Contractor** herein, the if necessary he will joint as a first party in the Agreement for sale or as a Confirming party to assure his consent to convey the right, title, claim

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Partner

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and interest of the <u>Schedule 'A'</u> land in respect of his land with any intending purchaser or purchaser share and except the owner's allotted portion hereunder written.

ALL THAT- The Party of the one part i.e. land owner herein for execution of agreement and/or agreement for sale in favour of intending buyers and for the purpose of other work relating to the development of the said land or proposed construction work will execute and register Deed of Conveyance of Developer/Contract portion of flat/garage both the Registered or Special Power of Attorney in favour of the party of the other part herein according to the intention of the said Developer and Register the General or Special Power of Attorney will be valid till execution of the Deed of Conveyance or sale deeds in favour of the intending purchasers or in favour of the Developer or their nominees in respect of proportionate share of land and constructed area and till completion of the project work.

<u>ALL THAT</u> - The party of the one part shall within seven days a hereof deliver to the party of the other part or their Advocate all the original documents of title and other papers relating to the <u>Schedule-'A'</u> which are in possession and control of the party of the one part for investigation of title and also for dealing with the same (Property) so far as regards the said **07 Cottahs O Chittaks 16 sq.ft**. more or less (hereinafter referred to as the "said Property") to be built thereupon are concerned.

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Partner Partner

<u>ALL THAT</u> – The party of the one part herein shall duly answer all the requisitions on title to be made by the party of the other part or their agent within the period when the construction is going on as stated.

ALL THAT - Simultaneously with the execution of this agreement the party of the one part herein shall handover the peaceful vacant possession with proper demarcation of the said property to the party of the other part herein or their authorized agent for soil testing and for preparing the building plans for construction works of the building as per sanctioned plan and specifications annexed herewith on the date of signing and execution of the Agreement.

ALL THAT - The party of the other part shall manage, maintain and dispose of the Developer's allotted portion of the flats and garage and the other spaces by way of sale to the intending buyers selected by the party of the other part herein and negotiated the terms and conditions with such intending buyers and having full liberty to receive payment/Advance Money, part payment, full payments etc. and to sign and execute all contracts, documents and papers, Agreements for Sale and other agreements, Sale Deed or Deeds if required for the time being in force in which the owner shall join as confirming party if the developer thinks fit and proper or if necessary.

ALL THAT - After obtaining delivery of the said owner's allocation, constructed and finished in all intents and in habitable condition by the Developer as per specification annexed herewith, if necessary before accepting delivery of possession, the said party of the one part land owner shall execute proper deed and/or deeds of conveyance or conveyances in favour of the Developer or their nominees and/or assigns and/or in favour of the intending purchasers in respect of proportionate share of land constructed area of the premises in respect of the

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Developer's allocation, flats and garage and other spaces and the flats areas being the Developer's allocation and/or on the basis of out right sale of flats or other spaces hereby permitted to be sold in favour of the party of the other part or their nominees or assigns or the intending buyers as the case may be and shall cause the same to be duly registered at appropriate registration office, provided the cost of such preparation of conveyance and/or costs for stamps and registration shall be borne and paid by the intending buyers as and when required.

ALL THAT - The instant project shall be completed after 18 months more or less from the date of getting the clearance of pending taxes and other relevant KMC documentary from the Kolkata Municipal Corporation sanction plan in respect of the Schedule 'A' premises, but such time shall however be extended by the party of the other part herein at their sole discretion in case of the building remain incomplete due to any force majeure clause, which mean flood, earthquake, riot, war, storm, tempest, civil commotion, labour problems, non-availability or essential materials or any reasons beyond the control of the party of the other part herein i.e. Developer/Contractor herein

ALL THAT- The party of the one part i.e. land owner undertakes to sign all papers or documents required for sanction plan for modification and/or specification (as per KMC Rules) of the plan for facilitating of the construction work and further undertakes to cooperate with the party of the other part or their nominees or assigns in all respects concerning the smooth construction work.

12. **ALL THAT** -The land owner/one part herein declares that the property proposed to be dealt with as aforesaid is free from all encumbrances and has not been charged or mortgaged to any bank, financial institution or

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FOI SHAKAMBHARI CONSTRUCTION

Government or Semi Government or persons or any where and no liens created and he has good right, full power, absolute authority and title to transfer the property to the party of the other part or their nominees or assigns or in favour of any intending buyers in respect of Developer's allocation and in respect of proportionate share of land and constructed area and in doing so he has no other claim in respect of the said property.

ALL THAT - The land owner/party or the one part herein and each flat owner and others will enjoy the proportionate of land, common, passage, and other common advantages areas or facilities and amenities and will enjoy the same without damaging the main structure and will enjoy their respective allocation stated above for residential and other purpose.

4. ALL THAT – The party of the other part may take loan from any bank or financial institution against construction of the flat but the first party will never be liable for any repayment or non-payment and/or obligation in that respect.

ALL THAT - The land owner/one part shall not be allowed to take any loan advances from any persons or from any intending buyers or from financial institution against the said plot of land of the proposed ownership building as stated above.

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16. ALL THAT - The party of the other part shall have full right to display the sign board on the aforesaid land for inviting the intending or prospective buyers of the said ownership building.

17. ALL THAT - The party of the other part shall arrange necessary sanction permission and/or clearance of the proposed building in the name of the land owner/party of the one part, sanctioned -plan shall be retained by the party of the other part (Developer) till the construction of the building is over after that it shall be handed over to the Association of the flat owners. But the duplicate attested copy of the sanctioned plan has to be provided to the owners. The original Sale/Title Deed of the Plot of land shall be kept in the custody of the Developer/Association of the building after the new building is completed.

ALL THAT - The Developer shall bear all expenses whatsoever to obtain 18. necessary sanction, permission, clearance, cost of construction with the co-operation and assistance of the owner hereby clearance from KIT, KMDA of the building, flats or from any authority and/or authorities and shall sign all the relevant papers, applications, prepared by the party of the other part with absolute liberty.

ALL THAT - The land owner party of the one part shall be responsible for the tax upto date till the date of handing over the possession of the

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Partners

Schedule 'A' land to the party of the other part i.e. the Developer herein but after taking over the possession of the land, the Developer shall be liable to pay all the taxes till the date of handing over the owner's allocation to the owner herein as well as also to the purchaser of the other flats and other spaces of the proposed building but after handing over the owner's allocation to the owner and the purchaser's portion to the purchasers, it will be the responsibility of the owner and the purchaser to pay the proportionate share of Municipal taxes and other taxes, if required.

20. <u>ALL THAT</u> - The land owner/party of the one part herein declares that if any disputes arises in respect of the title of the <u>Schedule - 'A'</u> property then the land owner shall refund all the expenses and compensation involved in the project or promotional work to the Developer herein on Demand.

SCHEDULE "A" ABOVE REFERRED TO

AS WHEREAS one DR ABHIJIT SARBADHIKARY, land owner i.e. the party of the one part herein was/is the sole & absolute owner of ALL THAT piece and parcel of a Net total sali land measuring about 07 cottahs 0 chittaks 16 sft. be the same a little more or less under Pargana - Khaspur, Plot No. P-7 & 8, Touzi No. 12, J.L. No. 20, within the sub-registrar office at Sealdah, Dist. Register office at Alipore.

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under R.S. Dag No. 356/406. which is at present within the jurisdiction of The Kolkata Municipal Corporation under Ward No. 109, and being **KMC Premises**No. 606, KALIKAPUR, Kolkata – 700 099, Police Station - Purba Jadavpur, in the District of South 24-Parganas which is butted and bounded as follows:

ON THE NORTH :

20 ft wide KMC Road

ON THE SOUTH :

Land of Plot No. 6

ON THE EAST

Land of Plot No. P-1, P- 2, P- 3

ON THE WEST

Land of Plot No. P - 9 & P- 10

SCHEDULE "B" ABOVE REFERRED TO (Owner's Allocation)

OWNER'S ALLOTED SHARE :-

That the developer/contractor i.e. the party of the other part herein shall provide Four (4 Nos.) self contained dwelling flats i.e. one number Flat at First floor, North-West Side of the building, Two numbers Flat at 3rd floor & One number Flat at 4th floor North-West Side of the building, each flat containing three bedrooms, One Drawing/Dining, One Kitchen, and Two Toilets, Varandah measuring about 1200 sq.ft. built-up area more or less i.e. 50% of the built-up area sanctioned by KMC, according to the sanction plan of the KMC yet to the submitted. Plus forfeit amount Rs. 1001/- (Rupees One Thousand One Only) by Cheque No. 681553 dated 15th December 2010 UCO Bank.

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FOI SHAKAMBHARI CONSTRUCTION

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That the developer/contractor i.e. the party of the other part herein shall provided four open car parking space each measuring about 145 sq.ft. more or less on the ground floor at the G+IV storied building morefully described in the Schedule B' herein below.

SCHEDULE "C" ABOVE REFERRED TO (Developer's Allocation)

ALL THAT piece and parcel of entire building (except the land owner's allocation mentioned in the Schedule 'B' herein above) will be the Developer's area together with the undivided proportionate share of the land of the Schedule 'A' property, along with the common areas and facilities available in the said building lying and situated at KMC Premises No. 606, Kalikapur, KMC Assessee No. 31-109-06-606-6, Kolkata - 700 099, Police Station - Purba Jadavpur, in the District of South 24-Parganas with vacant position.

SCHEDULE "D" ABOVE REFERRED TO (Schedule of work Specification)

DETAIL OF CONSTRUCTION OF THE FLATS WITH SPECIFICATION

A. Total No. of Flat(Total):

8 Nos. (Including lift facility / Caretaker

Room with Toilets at ground floor)

B. No. of Floors

G+4 storled

C. General

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The building shall be R.C.C. with

framed structure as per design of the architect.

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Dynamy

Brick wall

D.

E.

All exterior brick work shall be 200mm thick with bricks of approved quality in M(1:6) All the partitions shall be 75mm thick with bricks of approved quality in CM(1:4).

Flooring/skirting

All roms, varandaha & kitchen are laid with Marble floor (cut pice, dormeta/eqvt.) and to skirting of 4" height. The window seals shall be furnished with the same type terrazzo, 20" wide green marble slab shall be provided for the working table at kitchen, The dado above the working table shall be provided with glazed tiles finished to a height of 2'-6" above the slab. The space under the slab shall be used for storage of one/two standard LP gas cylinders.

F. Plaster

The outside of the building will have plaster 3/4" thick (average) whereas the inside & the ceiling plaster will be 1/2" thick (average).

Doors & Window : G.

- 1. Main Entrance Door :-
- a) Commercial flash door, outside with teak play & coloured.
- b) Sal wood door frame as approved by the architect.
- c) 8" long tower bolt from inside.
- d) Telescopic peep hole.
- e) One electric calling belt point, (near flat entrance door)

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FOT SHAKAMBHARI CONSTRUCTION

- f) Brass handle from outside.
- g) 3 Nos. oxidized hinges.
- h) Godrej/equivalent night latch/ mortic lock
- 2. Other Doors :-
- a) Commercial flash door painted both sides.
- b) Sal wood doors frame as per design of architect.
- c) Aluminium tower bolt 6" long from inside.
- d) Mortice lock with handle for doors of bed room only.
- 3. Windows :-
- a) Alluminium frame sliding windows as per design
- b) All window shutters will be made of 3.5 mm. Thick glass panel, aluminium stays and handles
- c) All windows will be provided with MS grill.

White wash and : colour

The building shall be painted Colour wash externally with showcem/colurcem.

The bedrooms, living/dining rooms toilets, kitchen shall be provided with plaster of paris finish to the walls and ceiling without wash. The common service area of all other places shall have two coats of white wash on plastered surface.

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- 2 light points, 1 fan point 5A
 Plug point a 15 Amps plug point in Drawing/Dining room.
- 1 fan point, 1 light points and a 5A plug point in bed rooms.
- 1 light point each in Toilet & kitchen.
- 1 plug point of 15 Amps in one Toilet.
- 6. All wiring will be as per existing regulations.

H. Water Supply

- Brick/RCC overhead reservoir will be provided at top of the attic roof as per design.
- 2. Suitable electrical pump with motor or submersible pump will be installed at ground floor to deliver water to overhead reservoir from KMC supply. No deep tube well facilities will be provided as per KMC Rules.

Compound wall :

- Compound wall will be paved The building whenever required and will have wall up all around when ever required.
- Nos. MS Grill doors (1 big & 1 small) as per design will be provided.

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Hyr Zaubrny

IN WITNESS WHEREOF both the parties hereunto have set and subscribed their respective hands and seals on the day, month and year first above

SIGNED SEALED AND DELIVERED IN THE PRESNECE OF WITGHESSES AT KOLKATA.

WITNESSES

1.

2.

Sankar prasad Bhaunik. Construction (CONSTITUTED ATTORNEY Vijoya Mahajan Partners) OF SRI PARTHA BHAUMIK)

FOI SHAKAMBHARI CONSTRUCTION

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SIGNATURE OF THE DEVELOPER/CONTRACTOR

MEMO

RECEIVED a sum of **Rs.1,001/-** (Rupees One Thousand one only) from the Developer/Contractor i.e. the party of the other party herein as a token of advance.

Date	Cheque . No.	Bank/Branch	Amount (Rs.)
15.12.2010	681553	UCO Bank, East Kolkata	Rs.1,001/-
		Township Branch, Kolkata.	

(Rupees One Thousand One only)

WITNESSES

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2.

SIGNATURE OF THE LAND OWNER