

भारतीय गैर न्यायिक

दस
रुपये

रु.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

56AA 015144

STAR SHINE TIEUP PVT. LTD.

Uttam Kumar Saha Director
Dipak De Director

AGREEMENT

Agreement for Demolition Work of Lila Cinema Building on 91, Dum Dum Road, Kolkata – 700 074, Dist. North 24 Parganas.

This Agreement is made on this 11th Day of July 2012,

BETWEEN

Owners of Lila Cinema Hall premises M/S. STAR SHINE TIE-UP PVT. LTD. its office at "SHOVONA PLAZA", 3rd Floor, 37, Jessore Road, P.S. Dum Dum, Kolkata – 700 0 4, represented by its directors MR. UTTAM KUMAR SAHA, son of Late Ramcharan Saha & MR. DIPAK DE, son of Late Dilip Kumar Dey and MR. RAJESH SINGH, son of Late Sardara Singh, hereinafter called the FIRST PART (which expression shall unless

180343

Name- **M. NCH. CHOWDHURY**
ADVOCATE

Address: HIGH COURT, KOLKATA-1

Rs.....

Calcutta Collectorate.

11, Netaji Subhas Rd, Howrah Stamp

Kolkata-1 Vendor

Date.....

14 FEB 2012

excluded by or repugnant to the context shall be deemed to mean and include its successors and/or successors-in-office, legal representatives, administrators and assigns).

AND

M/S. RANI CONSTRUCTION a Partnership firm under the Indian Partnership Act, having its Office at 91, Dum Dum Road (Kundu Bagan), Kolkata – 700 04, represented by its Partners – (1) **SRI SAMBHU SAHA**, (2) **SRI KALLOL GUHA**, (3) **SRI BABU ROY**, (4) **SRI NADO DUTTA**, (5) **SRI MANA MONDAL**, (6) **SRI KHOKAN DAS** and (7) **SRI KALYAN SAHA MONDAL**, hereinafter collectively called the **SECOND PART** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its successors and/or successors-in-office, legal representatives, administrators and assigns).

WORK SCHEDULE

1. Demolition of old Lila Cinema building on 91, Dum Dum Road, Kolkata – 700 074.
2. Demolition work to start from this day of agreement.
3. Demolition work to be completed by maximum 3 months (90 days for demolition including Sunday and other holiday, if any from the date of start of the said work, i.e. from the date of this agreement). Hence time is the essence of this contract.
4. All the rubbish and waste of the demolished building to be cleaned within a reasonable time as per convenience of the contractor within the allotted time of the contract and in no circumstances disturbances to the neighboring people should occur.

N.B. Demolition and removal of materials required is up to ground level and never beneath that level and also without disturbing the boundary wall.

This demolition work will be have to be completed within 3 months time and the land would be cleared of all debris by that time.

It has been also decided between the owners and the demolition contractor that the demolition work would be carried out in the following manner.

The old cinema building would be demolished and the underground foundation structure of that part would be unearthed / removed and cleared off ground level.

Now it is hereby agreed by and between the both part as follows :

1. In consideration of quotation, the contractor shall, upon and subject to conditions incorporated hereto, execute and complete the work so shown and described.
2. The workmen of contractor shall remain absolutely under the supervision and administration of the contractor.
3. That the contractor should cause proper precaution for guarding against accident and protecting adjoining building.
4. The contractor should further cause such bar, Hoarding, Fence, Chain or post as you shall think fit to be fixed across or in the street to prevent the passage of car of vehicle and avert danger while such demolition work is carried on and shall cause such demolition work to be sufficiently lighted and guarded during night.
5. The contractor should take such measures as may appear necessary for the prevention of life and property, public safety and public convenience.
6. The contractor should take proper steps for prevention of air pollution and noise pollution in the locality.
7. The contractor should keep the Directors of Star Shine Tie-up Pvt. Ltd. harmless from and indemnified against all actions, proceedings, claims, losses, damages and expenses for the execution of the demolition work or any act of you in relation to demolition work. Further you shall be solely responsible for payments of all amounts including compensation for death injury to each workman and/or other persons engaged by you/or any third party claim due to anything done by you in pursuance thereof.
8. The cost of demolition work including removal of debris, waste materials etc. should be borne by the contractor.
9. The cost of waste building materials has been fixed at a price of Rs. 7,00,000/- (Rupees Seven Lac *only* _____ only was full paid of this agreement.
10. The Second Part should take away all the materials excluding the following materials.
 - a) 2 nos. front gate.
 - b) 5 nos. windows & 8 nos. doors (all with frame)
 - c) 30 pcs. Tin Sheet.
 - d) 2000 pcs. bricks which has been purchased by the first part.
 - e) Front iron angle structure for advertisement fixing, which also has been newly fabricated for advertisement hording fixing purpose.
 - f) Pump & motor & Overhead water tank in the South-East corner.

STAR SHINE TIEUP PVT. LTD.

Gettan Kumart Selva
Director

Director

Director

Director

Be it noted that the Second Part should not be disturb the outside boundary wall

The Court at Kolkata alone shall have Jurisdiction to entertain try and determine all actions and suits arising out this Agreement.

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

SIGNED, SEALED NAD DELIVERED
AT KOLKATA IN THE PRESENCE OF

1. Ranadhir Saha
174, Purba Suther Bagera
Maidanpally
KOL-30,

STAR SHINE TIEUP PVT. LTD.

Jitendra Kumar Saha *Dipak D.*
Director Director

SIGNATURE OF THE FIRST PART

2. *Dobroto K. D.*
Old Bagmati (Kolkata)
KOL-28.

1. *Kamal Ghosh*
2. *Sanku Debnath*
3. *সংস্কৃত*
4. *Kalyan Saha mandal*
5. *Manoj Das*
6. *Babur Roy*
7. *সংস্কৃত*

SIGNATURE OF THE SECOND PART

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6. *Babur Roy*

7. *Sol S. Saha*

SIGNATURE OF THE SECOND PART