



पश्चिम बंगाल WEST BENGAL

67AA 693088

AGREEMENT

This Agreement made at Kolkata this 27<sup>th</sup> day of 2013  
Between HERONMOY DAS son of late Bishnu CharanDas by  
religion - Hindu, by occupation - Business, residing at premises  
no. 25, Brojonath Dutta Lane, P.S. Muchipara , Kolkata - 70012,  
hereinafter referred to as "the Vendor" (which expression shall  
unless excluded by or repugnant to the subject or context be  
deemed to mean and include his heirs, administrators, executors,  
legal representatives and assigns) of the **One Part AND**  
**CHANDANA MALLIK (Mandal)** wife of Sri Gorachand Mandal ,  
by religion-Hindu, by occupation - Service , residing at Village  
and P.O. Narajola, P.S. Daspur, Dist West Midnapur. Pin-  
721211, hereinafter referred to as "the Purchaser" (which  
expression shall unless excluded by or repugnant to the subject

*Heronmoy Das*  
*Chandana Mallik*  
27-9-13  
27-9-13





or context be deemed to mean and include her heirs, administrators, executors, legal representatives and assigns) of the Other Part.

Whereas by a Deed of Conveyance dated 10<sup>th</sup> June, 2009 the Vendor herein purchased the undivided half share of the premises no. 10, Chutarpara Lane, now known as 10A, Harish Sikdar Path, ( Assessee No. 11-040-09-0003-6) in the Town of Kolkata comprised in Holding No. 256, Block - No. II, in the North Division of the town of Kolkata -700012 in Ward No. 40, from Samit Talukdar, Pramit Talukdar and Ramit Talkdar the Vendors therein and it was registered at the Office of Registrar of Assurance - II Kolkata, in Book No. 1, C.D. Volume no.12 pages from 10047 to 10061, being no.05728, for the year 2009.

*Chandana Malik*

And Whereas by another Deed of Conveyance dated 10<sup>th</sup> June, 2009 the Vendor herein purchased the undivided half share of the premises no. 10, Chutarpara Lane, now known as 10A, Harish Sikdar Path, ( Assessee No. 11-040-09-0003- 6) in the Town of Kolkata comprised in Holding No. 256, Block - No II. in the North Division of the town of Kolkata - 700012 in Ward No. 40, from Samit Talukdar, Pramit Talukdar and Ramit Talukdar the Vendors therein and it was registered at the Office of Registrar of Assurance - II Kolkata in Book No. 1, C D. Volume no. 12 pages from 10062 to 10075. being no. 05729, for the year 2009.

*Hemamay Des.*

And Whereas by two registered Deed of Conveyances the Vendors herein become the absolute owner of the premises no. 10, Chutarpara Lane, now known as 10A, Harish Sikdar Path, ( Assessee No. 11-040-09-0003-6) in the Town of Kolkata comprised in Holding No. 256, Block - No. II, in the North Division of the town of Kolkata - 700012 in Ward No. 40 more fully and particularly described in the Schedule "I" herein below.

And Whereas the Owner/vendor herein intended to develop and construct on the aforesaid premises fully described in the Schedule below after demolition of the existing old building and according to the plan sanctioned by the Kolkata Municipal Corporation consisting of 6 no. flats, units, to be built thereon the said land .

And Whereas during construction of the building the Purchaser proposed to purchase a Flat on the 2<sup>nd</sup> floor together proportionate share of land particularly described in the Schedule "II" below to be constructed in the part of the said land specifically mentioned in the Schedule " I " hereunder written together with undivided proportionate right, title and interest over the land mentioned in the First Schedule below and common amenities attached thereto.

And Whereas the Owner/vendor as the owner and developer agreed to sell the aforesaid flat together with proportionate share of land at a price of Rs.3450000.00 ( Thirty four lakh fifty thousand ) only @ Rs. 5000/- per Sq. ft. noted below for fixed installments to be paid as per Schedule below together with the common amenities attached with obligations as per Schedule

*Chandana Mallik*

*Hemamay Das.*

"III" and Schedule "IV" and as noted in West Bengal Apartment Ownership Act, 1972 and its subsequent amendment to which the Purchaser has agreed to and has deposited a Sum of Rs, 1000000.00 (Ten lakh) only as earnest money which shall be adjusted against the total purchase consideration of the flat and has agreed to pay the balance as stated below :

Rs.1000000.00 On the signing of this agreement

i.e. on 27.09.2013

Rs. 500000.00 on or before 31.03.2014

Rs. 500000.00 on or before 30.09.2014

Rs. 500000.00 on or before 31.03.2015

Balance at the time of delivery of possession or registration whichever is earlier.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. That the Purchaser has agreed to purchase the said property mentioned in the Schedule "II" hereunder written at the price written herein above and has paid a sum of Rs. 1000000.00 (Rupees Ten lakh) only as earnest money (which shall be adjusted against the purchase price of the said flat) and has agreed to pay the balance sum of Rs. 2450000.00 (Rupees twenty four lakh fifty thousand) only in the manner as stated before.

2. The Owner/Vendor already handed over the relevant copies of documents relating to the title of the said land and also the copy of the sanctioned plan. The vendor has represented to

*Chandana Mallik*

*Heranay Das.*

the purchaser that the vendor has paid all the dues and outgoings in respect of the said property up-to-date and the said land as well as the construction thereon is free from any kind of encumbrances. He also stated that the said property and shares belong to the vendor absolutely and that no other person/s have any right, title or interest whatsoever therein by way of gift exchange, mortgages, charges, lien, sale, inheritance, lease or otherwise in the said shares/ property/ land/ flat.

3. The possession of the said flat shall be delivered by the vendor to the purchasers within twenty months and time shall in this respect be deemed to be the essence of the contract. The vendor shall obtain the necessary no objection certificate from Kolkata Municipal corporation for transfer, and sale of the interest of the vendor in the said building, as well as the right, title and interest of the vendor in the said flat to the purchaser when the sale herein is completed by delivering the vacant and peaceful possession of the said flat to the purchaser.

4. On payment of the full purchase price herein reserved, the purchaser shall be entitled to full free vacant and peaceful possession of the said flat.

5. After the date of possession, the said flat, the Purchaser shall have no right to raise any objections of any nature or other claim regarding completion of the said Flat.

6. The Purchaser as mentioned hereinafter shall make the payments and deposits on due dates.

*Chandana Mallik*

*Hemamay Das.*

7. All disputes differences by and between parties herein any way relating to or in connection with the premises, said flat and/or building or this agreement shall be adjudicated with the provisions of Arbitration and Conciliation Act, 1996.

8. The Purchaser shall bear and pay proportionate common expenses for maintenance of the building and providing common amenities as well as proportionate share of Security deposits and upon transfer of all the flat the Purchaser shall have to from an association to which each Purchaser shall become a member and shall abide by the rules and regulations framed by such organization.

9. So long the flat as stated above of the said building be not separately assessed, the purchasers shall pay the proportionate share of Municipal Taxes, Multistoried Building Taxes etc w.e.f. the date of possession, which over is earlier.

10. The cost of maintaining , replacing, repairing, white washing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portion of the roof, terrace, landing, stair case, structure of the building , rain water pipes, under ground & overhead water tanks, motor pumps, tube well and electric wire, sewer, drain and all other common pars of the fixtures and equipments in and under or upper the building enjoyed or used in common by the purchasers

*Chandana Mallik*

*Harenmoy Das,*

and occupiers thereof shall be borne by them proportionately.

11. The cost of cleaning, lighting, the main entrance, stair cases and other parts of the building as enjoyed common by the purchasers and the occupiers thereof will be borne by them proportionately.

12. It is agreed that in the event of any delay or default by the purchaser in making payment of the balance consideration on the due date, and the vendor is ready to complete the transaction, the vendor shall give fifteen days notice in writing to the purchaser and if the purchaser fails to make payment within such notice period, or if in any case the purchaser cancel the booking by intimating in writing to the vendor, then and in that event this Agreement shall stand terminated and the vendor shall be entitled to forfeit the earnest money to the tune of maximum 50000.00 (Rupees Fifty thousand) only paid by the purchaser. The balance amount after deduction of the above amount shall be refunded to the purchaser by the vendor within six months from the date of cancellation of this agreement.

13. The Purchaser shall not sell, transfer and/or assign any of the right , title and interest with respect to the said flat, particularly described in the Schedule II of this agreement to any body before taking delivery of possession of the said flat without written consent of the Owner/ vendor/ First Party.

*Chandana Walik*  
*Hemraj Das.*



14. Type of construction and specifications of the Building set out Schedule "V" hereunder written.

15. It is agreed between the vendor and the purchaser that the expenses for stamp duty on these presents or on final sale deed/ transfer deed and registration charges in respect of this transfer shall be borne and paid by the purchaser alone and the vendor shall not be liable to pay the same or any part thereof. However, the stamp duty or duties and charges in respect of all previous transfers, if any in respect of the said flat shall be the responsibility of the vendor.

*Chandana Malik*

**SCHEDULE "I"**

**PARTICULARS OF PROPERTY**

**ALL THAT** the land containing an area 3(three) Cottahs, 10 (ten) Chittacks and 31 (thirty one) Sq.ft. a little more or less, situate and lying and being at premises No. 10, Chutarpara Lane, now known as 10A, Harish Sikdar Path, ( Assessee No. 11-040-09-0003-6) in the Town of Kolkata comprised in Holding No. 256, Block - No. II, in the North Division of the town of Kolkata - 700012 in Ward No. 40, which is butted and bounded as follows :

*Hiranmay Das,*

- ON THE NORTH : By premise no. 11, Harish Sikdar Path, Kolkata -12 ;
- ON THE SOUTH : By premise no. 9, Harish Sikdar Path, Kolkata -12 ;
- ON THE EAST : By premises no.10B, Harish Sikdar Path, Kolkata -12 ;
- ON THE WEST : By partly by Harish Sikdar Path and partly by premise no.9, Harish Sikdar Path, Kolkata -12

*Chandana Malik*

**SCHEDULE "II"**

**ALL THAT** one self contained flat bearing Flat NO. 2A situated on the 2<sup>nd</sup> Floor front portion measuring an area of 690 square feet (super built area)(Approx) together with undivided proportionate share of land at premises No. 10, Chutarpara Lane, now known as 10A, Harish Sikdar Path, Kolkata 12, Ward No.40, with the right of user of common areas and facilities concerned herewith

more fully delineated in the map or plan annexed herewith in "RED" border comprised which is butted and bounded as follows:

*Hironmay Das.*

SCHEDULE "III" (COMMON EXPENSES)  
ABOVE REFERRED TO

1. All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing, lighting the common portion and common areas of the proposed building including the outer walls. It is specifically agreed by and between the parties that till the said flat is transferred in the name of the purchaser, the purchaser shall not be liable to pay any kind of maintenance charges in respect of the said flat and the same shall be borne by the vendor.
2. The salary of all persons employed for the common purposes including security personnel, liftman, sweepers, plumbers, electricians etc.
3. All charges and deposits for suppliers of common utilities to the co-owners in common.
4. Municipal tax, multistoried tax, water and other levies in respect of the land and the proposed building save those separately assessed on the purchaser.
5. Costs of formation and operation of the Association.
6. Costs of running, maintenance, repairs and replacement of lift, pumps and other common installations including their license fees, taxes and other levies (if any).
7. Electricity charges for the electrical energy consumed for the operation of the common services.
8. All litigation expenses incurred for the common purposes and

Chandana Malik

Hemamay Das.

relating to common use and enjoyment of the common portions.

9. The Office expenses incurred for maintaining an office for common purposes.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacements renovation painting and/or periodic repairing of the common portions.

*Chandana Mallik*

**SCHEDULE "IV" ABOVE REFERRED TO :**

- i. The entire land comprised in the Block.
- ii. The open space around to building and spaces within the building comprising the entrance staircase, landings, lift, wall and also the lifts, common toilet, top roof and the main gate of the premises and the passages leading to the building and the staircase.
- iii. All installations for common services such as the drainage systems in the premises, water supply arrangements in the premises including pump house, motor pump distribution lines and electric connections transformer premises.
- iv. Reservoir in the ground floor and on the top floor of the building pump, motor pipes, ducts and all apparatus and installation in the

*Hemamoy Das.*



- premises existing for common use.
- v. Rain water pipes and other discharge pipes, soak pit, cesspool etc. All other areas, facilities and amenities in the premises which is intended for common use, without claiming any exclusive right title ownership by any one .

### SCHEDULE "V" ABOVE REFERRED TO

<b>Foundation</b>	: Stone column / isolated footing with the beams connecting the column.
<b>Structure</b>	: RCC framed structure.
<b>Roof</b>	: RCC slab with proper water proofing.
<b>Bricks</b>	: First class bricks 25x12/5x7.5 Cm. tolerance up to 3 mm in each direction.
<b>Sand</b>	: Medium and full coarse of best quality.
<b>Cement</b>	: Ambuja / ACC.
<b>Stone</b>	: Pakur Variety.
<b>Tiles</b>	: Good quality.

*Chandana Malik*

*Haranmay Das*

**Wood** : Malaysian Sal free from termites of 4x3 size for flush doors frame and panel.

**Grill** : For Doors, Windows and Balconies as per drawings and design given.

**Basin & Commode,**

**Bathroom fitting** : Parryware & Hindware American standard / D.sons Jaguar colour and design.

**Railing** : Railing and staircase and balcony handrail.

**Pipes** : UPVC / PVC/ Pipes o Ori-plast/Supreme.

**Electric Wiring** : Havells / Finolex / Anchor.

**Switches & Plugs** : Modular switches & plugs of Anchor / Havells.

**Flooring** : Vitrified tiles of Marble slab 2x2 design.

**Lift** : One lift to be fixed of ISI marked company with 440 volts3 phase electric connection.

**Bath room** : Wall glazed tiles 6.5 feet and above and/ or up to the height of lintel. Provision for Hot &

*Chandana Mallik*

*Hemamay Das*

Cold water. Anti skid floor tiles.

**Kitchen** : Cooking platform finished with Granite stone with sink. Glazed tiles up to 3 ft height and / or upto the height of the lintel in walls.

**Floor height** : As per drawing provided.

**Painting** : Entire flat walls to be finished with plaster of paris in olan sutta battam and patta. All doors & windows shutters to be finished by polish with millament and leake. Grills painted by two coats of primer. Best quality paint.

**Exterior Painting** : All exterior finished with coat of primer and by two coats of weather coat paint with putty front area.

**Electric Point &**

**Wiring.** : A drawing of design & layout to be provided.

**Soil treatment** : Pre construction soil treatment (including anti termite)

**Water tanks** : Inside walls & flooring of tank will be tiles finish.

Chandana Malik

Hiranmay Das.

Window, Grill

& Gate : Anodized Aluminum sliding window.

Pipe fittings : As per lay out & drawing given.

Water proofing : Pidilite for all bathroom floorings, wall up to 8 ft, water tank / roof.

IN WITNESS WHEREOF as the parties shall sign their respective hands and seals on the day, month and year above written.

Signed, sealed and delivered

At Kolkata in presence of :

Witnesses:

*Heronmay Das.* 27.9.13

1. *Sanjay Sen.*  
SANJAY SEN.

Signature of the Vendor

48A. Brojendra Dutta Chow.  
Kor-12.

2. *Govachand Mandal*  
Baharan, P.O. - Baruipara  
Murshidabad - 742165.

*Chandana Mallik* 27.9.13

3. *Baladev Das.*  
B.E. 99. Bidhan Nagar East.  
Midnapur. West Midnapur.  
W.B. 721101.

Signature of the purchaser.



MEMO OF CONSIDERATION

Received an Account payee Cheque, bearing No. 266051 of Rupees 1000000.00 (Rupees ten lakh ) only of Punjab National Bank from Smt. Chandana Mallik (Mandal), the purchaser, as earnest money towards the part payment of the entire consideration as referred to in the agreement Dated 27.09.2013 made between Smt. Mallik and the undersigned.

*Heronmoj Das.*

HERONMOY DAS

25, Brojonath Dutta Lane,

Date : 27.09.2013

P.S. Muchipara , Kolkata - 70012,

Witnesses

1. *Sanjay Sen.*  
48A Brojonath Dutta Lane.  
Kol - 12.

2. *Sotachand Mandal*  
Baharan, P.O.-Baruipara  
Murshidabad - 742165.