



1-05540/14

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 918187

27/06/14
3-07/14
R-8021/14

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Visit Case No. 869 For 20/14

J(1)(a)/K(2)(a) =

J(2)/K(2) = 250/-

Total Rs. = 250/-

250/-

A.D.S.R. (Behala)

27/6/14

Addl. District Sub-Registrar
Behala, South 24 Parganas

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the 27th day of June

2014 (Two Thousand Fourteen)

BETWEEN

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 1033 to 1067
being No 05540 for the year 2014.



(Asish Goswami) 21-July-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 05540 of 2014
(Serial No. 05689 of 2014 and Query No. 1607L000008031 of 2014)

On 27/06/2014

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15.00 hrs on :27/06/2014, at the Private residence by Bikash Saha, Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 27/06/2014 by


1. Sandhya Barick, wife of Lt. Pulin Chandra Barick , P. S. - Parnasree, P-201, Upendra Nath Banerjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
2. Sankar Chandra Barick, son of Lt. Pulin Chandra Barick , P. S. - Parnasree, P-201, Upendra Nath Banerjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
3. Swapan Barick, son of Lt. Pulin Chandra Barick , P. S. - Parnasree, P-201, Upendra Nath Banerjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
4. Puspa Mondal, wife of Joy Krishna Mondal , 441/18, Parnasree Pally, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
5. Tuku Sinha, wife of Ranjit Sinha , P. S. - Parnasree, P-201, Upendra Nath Banerjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
6. Rita Patra, wife of Biswanath Patra , P. S. - Parnasree, P-201, Upendra Nath Banerjee Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste Hindu, By Profession : Others
7. Bikash Saha
Proprietor, Bikash Udyog & Company, P. S. - Parnasree, 287, Parnasree Pally, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060.
, By Profession : Others
Identified By Joy Krishna Mondal, son of Lt. G. C. Mondal, 441/18, Parnasree Pally, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700060, By Caste: Hindu, By Profession: Business.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 30/06/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5(f), 57 of Indian Stamp Act 1899.


(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

30/06/2014 17:52:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 05540 of 2014
(Serial No. 05689 of 2014 and Query No. 1607L000008031 of 2014)

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 30/06/2014

(Under Article : ,E = 14/- on 30/06/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-3,74,48,138/-

Certified that the required stamp duty of this document is Rs.- 75050 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 35000/- is paid , by the draft number 824976, Draft Date 25/06/2014, Bank : State Bank of India, Rabindranagar (Behala), received on 30/06/2014
2. Rs. 35000/- is paid , by the draft number 824975, Draft Date 25/06/2014, Bank : State Bank of India, Rabindranagar (Behala), received on 30/06/2014
3. Rs. 5060/- is paid , by the draft number 089017, Draft Date 28/06/2014, Bank : State Bank of India, Behala (Calcutta), received on 30/06/2014

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA


(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

(1) **SMT. SANDHYA BARICK**, wife of Late Pulin Chandra Barick

(2) **SRI SANKAR CHANDRA BARICK**, PAN No. AIIPB5208R, (3)

SRI SWAPAN BARICK, PAN No. AISPB7822M, (4) **SMT. PUSPA**

at present residing at 44/18, Parnasree Pally, Kol-60

MONDAL, wife of Joy Krishna Mondal, (5) **SMT. TUKU SINHA**,

PAN No. AZJPS3078G, wife of Sri Ranjit Sinha and (6) **SMT. RITA**

PAN NO. CMMPP4086P

PATRA, wife of Biswanath Patra, all sons and daughters of Late

Pulin Chandra Barik, all are residing at P-201, Upendra Nath

Banerjee Road, Police Station : previously Behala now Parnasree,

Kolkata - 700060, hereinafter jointly called and referred to as the

"**OWNERS**" (which term or expression shall unless excluded by or

repugnant to the context be deemed to mean and include their

respective heirs, executors, administrators, legal representatives

and assigns) of the **ONE PART**.

AND

BIKASH UDYOG & COMPANY, a Proprietary concern having its

head office at 287, Parnasree Pally, Police Station : previously

Behala now Parnasree, Kolkata - 700 060, represented by its sole

Proprietor **SRI BIKASH SAHA**, (PAN No. AUPPS4738N), son of Sri

Banku Behari Sana, residing at 287, Parnasree Pally, Police

Station : previously Behala now Parnasree, Kolkata - 700060,

hereinafter called the "**DEVELOPER**" (which term or expression

shall unless excluded by or repugnant to the context be deemed to

mean and include his heirs, executors, administrators, legal

representatives and assigns) of the **OTHER PART**.

*Polish Saha
Swapan Barick*

WHEREAS originally Satish Chandra Barick predecessor-in-interest of the party hereto of the one part by a registered Deed of Sale dated 26.01.1934 by purchased from Dinonath Poyra ALL THAT piece and parcel of land measuring more or less 1 Bigha 15 Cottahs situated and lying at Mouza - Behala, J.L. No.2, R.S. No.83, under Khatian No.1097, Touzi No. 346, appertaining to Dag No.213, recorded as Bastu, within the limits of the then South-Suburban Municipality. The said Deed of Sale was registered in the office of the District Sub-Registrar Alipore at Behala and recorded in Book No. I, Volume No. 6 , Pages 260 to 263, Being No. 309 , for the year 1934.

AND WHEREAS after purchasing the aforesaid property while the said Satish Chandra Barick was in possession and enjoyment of his purchased property died intestate before the enactment of Hindu Succession Act, 1956 leaving behind him surviving widow Smt. Sudha Barick and only son Pulin Chandra Barick.

AND WHEREAS on demise of Satish Chandra Barick and Sudha Barick acquired limited estate for the undivided 50% share of property left by Satish Chandra Barick and only son Pulin Chandra Barick became the owner of the rest undivided 50% share of the property and after the enactment of Hindu Succession Act, 1956 the limited estate of Hindu Succession Act, 1956 the limited estate of Sudha Rani Barick turned into full estate after the enactment of Hindu Succession Act, 1956.

AND WHEREAS subsequently said Smt. Sudha Barick and Pulin Chandra Barick jointly sold, conveyed, transferred 5 decimals of land out of 63 decimals land to a third party.

AND WHEREAS the said Sudha Barick by a registered Deed of Gift dated 14.03.1975 gifted her undivided 29 decimals of land out of 58 decimals of land unto and in favour of her only son Sri Pulin Chandra Barick. The said Deed of Gift was registered in the office of the Sub-Registrar Alipore at Alipore and recorded in Book No.I, being No. 1524, for the year 1975.

AND WHEREAS subsequently the said Pulin Chandra Barick died intested on 23.01.2002 leaving behind him surviving widow Smt. Sandhya Barick two sons Sankar Chandra Barick, Swapan Barick and three married daughters namely Puspa Mondal, Tinku Sinha and Rita Patra, who all jointly have become the owners of the property left by Pulin Chandra Barick.

AND WHEREAS it is to mention here that during the record of Revisional Settlement the name of Pulin Chandra Barick recorded in Khatian No.1097 and in Dag No. 213.

AND WHEREAS the said Pulin Chandra Barick during his life time sold out 2 Cottahs of land to third party and 1 cottah 9 chittackjs of land to Swapan Barick.

AND WHEREAS out of the remaining entire land 1 Cottah has been gifted to Mr. Swapan Barick and rest of the land measuring more or less 30 Cottah 8 Chittack 19.8 sq.ft. is now in possession and enjoyment of the owners.

AND WHEREAS the party hereto of the one part all are now the owners of **ALL THAT** 30 Cottahs 8 Chittacks 19.8 Square Feet of Bastu land situated and lying at Mouza - Behala, J.L. No. 2, R.S. No, 83, under R.S. Khatian No, 1097, Touzi No. 346, appertaining to R.S. Dag No.213, being known and numbered as Municipal Premises No. 84, Upendra Nath Banerjee Road, Mail Address No. P-201, Upendra Nath Banerjee Road, Police Station : previously Behala now Parnasree, Kolkata - 700060, under Ward No, 131, hereinafter called the "**SAID PROPERTY**" and morefully described in **SCHEDULE "A"** hereunder below.

AND WHEREAS the party hereto of the one part all jointly intend to develop the said property and having come to learn about the said intention of the party hereto of the one part the Developer approached the owners and on the basis of the discussions between the parties the party hereto of the other part offered to develop the said property, which the party hereto of the one part have accepted under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH are as follows :-

1. OWNERS:

Shall mean (1) **SMT. SANDHYA BARICK**, wife of Late Pulin Chandra Bank, (2) **SRI SANKAR CHANDRA BARICK**, (3) **SRI SWAPAN BARICK**. (4) **SMT. PUSPA MONDAL**, wife of Joy Krishna Mondal, (5) **SMT. TUKU SINHA**, wife of Sri Ranjit Sinha and (6) **SMT. RITA PATRA**, wife of Biswanath Patra, all sons and daughters of Late Pulin Chandra Bank, all are residing at P-201, Upendra Nath Banerjee Road, Police Station : previously Behala now Parnasree, Kolkata - 700060.

2. DEVELOPER :

Shall mean **BIKASH UDYOG & COMPANY**, a Proprietary concern having its head office at 287, Parnasree Pally, Police Station : previously Behala now Parnasree; Kolkata - 700 060, represented by its sole Proprietor **SRI BIKASH SAHA**, son of Sri Banku Behari Sana, residing at 287, Parnasree Pally, Police Station : previously Behala now Parnasree, Kolkata - 700060.

3. THE SAID PROPERTY :

Shall mean **ALL THAT** piece and parcel of Bastu land measuring more or less 30 Cottahs 8 Chittacks 19.8.Square Feet, together with R.T. Shed structure standing thereon situated and lying at Mouza - Behala, J.L. No. 2, R.S. No. 83, under R.S. Khatian

No.1097, Touzi No. 346, appertaining to R.S. Dag No. 2 13, being known and numbered as Municipal Premises No. 84, Upendra Nath Banerjee Road, Mail Address No. P-201, Upendra Nath Banerjee Road, Police Station : previously Behala. now Parnasree, Kolkata - 700060, under Ward No. 131.

4. BUILDING:

Shall mean and include the building to be constructed at the premises mentioned in earlier paragraph.

5. COMMON FACILITIES :

Shall mean and include corridors,, stairs, ways, passages, way, if any drive ways, common lavatories, if provided by the developer, water pump and water and facilities, which will be provided by the developer in the new building. The occupiers of the proposed multi-storied building and the purchasers of the flat of the proposed multi-storied building shall have the right to enjoy the roof of the proposed building for all ceremonial occasions and for maintaining T.V. antenna and water reservoir.

6. SALEABLE SPACE :

Shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and space required thereof and after providing the owners' allocation.

7. SUPER BUILT UP :

Shall mean lobby, stair head room, septic tank, under ground water reservoir, over head reservoir, roof, spaces around the building, parapit wall, boundary wall, water body (Tank) and its Bank, internal road, Built up area covers proportionate stair case and stair case landing etc.

Built up area means covered area of the flat, including proportionate area of staircase, staircase landing.

8. OWNERS' ALLOCATION :

On completion of the proposed building the owners shall be entitled to get 12 nos. of flat each measuring more or less 900 Square Feet super built up area and each flat will be consisting of 2 nos. of Bedroom, one Living cum Dining, one Toilet, one Kitchen, one W.C. and one Verandah in finished and complete condition and all the 12 nos. of flat will be allotted from 1st floor to 3rd floor of the proposed building and together with the owner will get 6 nos. open car parking spacer as will be demarcated from the ground floor of the proposed building and the Owners' allocation is morefully described in the **SCHEDULE "B"** hereunder below and fittings, fixtures and arrangements as will be provided in the Owners' allocation is morefully described in **SCHEDULE "C"** hereunder below.

9. DEVELOPER'S ALLOCATION :

Shall mean the remaining portion of the new building including the common facilities absolutely belonged to the developer after providing for the owners' allocation as aforesaid and together with the absolute right on the part of the developer and prospective buyer/buyers and intending transferee/transferees, lessee/ lessees or in any way deal with the same but without in any way affecting the right and interest of the owners.

10. THE ARCHITECT :

Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

11. BUILDING PLAN:

Will mean such plan that has been prepared by the Developer and the same shall be duly approved by the Owners and shall be sanctioned from the K.M.C. and/or any other competent authority as the case may be.

12. TRANSFER:

With its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof although the same may not amount to a transfer

in law without causing in any manner in convenience or disturbance to the Owners.

13. TRANSFERRED :

Shall mean a person Firm, Limited Company, Association of persons to whom any space in the building will be transferred.

14. TIME :

Shall mean the construction shall be completed positively within 48 months from the date of registration of agreement and/or from the date of getting peaceful vacant khas possession of the said property, whichever will be the later.

15. WORDS :

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neuter gender shall include masculine and feminine genders.

COMMENCEMENT:

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

OWNERS' RIGHT AND REPRESENTATION:

1. The Owners are absolutely in physically possession of and/or otherwise well and sufficiently entitled to the said property.

2. None other than the Owners have any claim, right, title and/or demand over and in respect of the said premises, and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban Land (ceiling and regulation) Act, 1976.

DEVELOPER'S RIGHT

The Owners hereby grants, subject to what has been hereunder provided exclusive right to the developer to build upon and to exploit commercially the said property and shall be able to construct the new building, thereon -in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties.

All application, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary sanction from the Kolkata Municipal Corporation shall be prepared and submitted by the developer on behalf of the Owners at its own costs and expenses and the developer shall pay charges and bear all fees including architect's fees required to be paid or deposited for exploitation of the said property provided, however that the developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the developer.

Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect of the developer other than an exclusive right and interest by the developer to commercially exploit the same in terms hereof and to deal with the developer's allocation in the new building in the manner herein after stated.

CONSIDERATION

In consideration of the Owners having agreed to permit the developer to commercially exploit the said property and to construct, erect and build a new building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in the name of the joint Owners in accordance with the specification and materials description of which are stated in details in Schedule "C" below.

On completion of the proposed building the owner shall be entitled to get 12 nos. of flat each measuring more or less 900 Square Feet super built up area (i.e. 2 nos. of Bedroom, one Living cum Dining, one Toilet, one Kitchen, one W.C. and one Verandah) in finished and complete condition all the 12 nos. of flat will be allotted from 1st floor to 2nd floor of the proposed building and 6 nos. open car parking space as will be demarcated from the ground floor of the proposed building and the Owners' allocation is morefully

*bsvank Saha
Swapan Basak*

described in the SCHEDULE - "B" hereunder below and fittings, fixtures and arrangements as will be provided in the Owners' allocation is morefully described in SCHEDULE -"C" hereunder below.

The Developer shall handover the owners' allocation in accordance with the specification morefully described in the **SCHEDULE "C"** below and the Developer shall construct and complete residential flat and open car parking space in accordance with the sanctioned plan by the Kolkata Municipal Corporation, The Developer shall bear all costs, charges and expenses for the construction of all the residential flats and open car parking space including the owners' allocation will be made fit for occupation with proportionate right in all common portion of the new building.

POSSESSION

The Owners has agreed to allow the Developer and his men and agents to -enter into the said property for the purpose of surveying, soil testing and for other jobs for preparation building plan.

The developer shall complete the construction of the building positively within 48 months from the date of registration of agreement of the plan and/or from the date of getting peaceful vacant khas possession of the said property whichever is later and shall handover owners' allocation by the Developer with the

arrangements and other accessories as per specification given details in **SCHEDULE "C"** below.

The Developer shall on completion of the new building put the owners in undisputed possession of the owners' allocation and the owners shall enjoy the said owners' allocation together with all rights in common to the common portions as absolute owners thereof.

The developer shall be exclusively entitled to the developer's allocation in the new building with exclusive right to transfer or otherwise with or dispose of the same without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the developer's allocation by the Owners. The Owners shall only transfer by way of proper Deed of Conveyance either in favour of the developer or in favour of the nominee/nominees of the developer, the undivided share of the land excepting the proportionate share of land of the Owners.

In so far as necessary all dealing by the developer in respect of the new building shall be in the name of the Owners for which purpose the Owners undertakes to give the developer a Power of Attorney in a form and manner reasonably required by the developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

That the Owners shall execute the Deed of Conveyance in favour of the developer or its nominee in respect of such part or parts of the new building as shall be required by the developer all costs and all expenses including Income Tax Clearance Certificate in that behalf will be borne and paid by the developer.

COMMON FACILITIES :

The developer shall pay and bear all property taxes and other dues and outgoings in respect of his allocation in the said building accruing due as and from the date of handing over vacant possession of the Owners' allocation or part of it by the Owners to the developer. If there are any dues of property taxes or any other taxes regarding the said property before the date of handing over the same to the developer that would be borne by the Owners.

As soon as the new building will be completed within the time hereinafter mentioned the developer shall give written notice to the Owners' for taking possession of their allocation in the building and there being no dispute regarding the completing of the building in terms of this agreement and according to the specification and plan and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever

(hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owners' allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.

Any transfer of any part of the Owners' allocation in the new building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rates and service charges for the common facilities.

The Owners shall not do any act, deed or thing whereby the developer shall be prevented from construction and completion of the said building.

COMMON RESTRICTION:

The Owners' allocation in the new building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include the followings :-

- a. The Owners shall not use or permit to be used of the Owners' allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any

nuisances, hazards to the other Owners, occupiers of the new building. The developer and their nominee/nominees shall also not use or permit to be used of the developer's allocation in the new building or any portion thereof for carrying or any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazards to the other proposed co-Owners of the proposed new building.

- b. Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right to the Owners.
- c. The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.
- d. Neither party shall throw, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound, corridors any other portions of the new building.

OWNERS' OBLIGATION :

The Owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building at the said property by the developer.

The Owners hereby agree and covenant with the developer not to do any act or deed or thing hereby the developer may be prevented from selling, assigning and/or disposing of any portion or portions of the developer's allocated portion in the building or of the said property save and except the right of the land.

The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges, their allocated portion to any person/persons, company/companies save and except the Developer's allocation,

DEVELOPER'S OBLIGATION:

The developer hereby agrees and covenants with the Owners -

- a. The developer shall complete the construction or the new building 48 within months positively from the date of handover vacant possession of the said property to the Developer by the Owners whichever will be later. The time of completion of the building shall be the essence of this Agreement. The period of construction will be extended if there is any force majuri, natural calamity or situation beyond the control of the Developer.
- b. The Developer will arrange a temporary accommodation of the owner no.2 during the construction period. The Developer

would pay a sum of Rs.3000/- approx, to the owners per month for rent for their respective temporary accommodation.

- c. The Developer shall complete the construction fully within a period of 48 months from the date of the registration of Agreement. So it is obligatory to complete the design and drawing of the building, get it approved by the owners before submitting the same to the proper authority.
- d. The Developer shall at their own cost demolish the existing structure after receiving the vacant condition of the Owners and to sell out the salvages and debris and to receive all sell proceed thereof.

OWNERS' INDEMNITY:

The Owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated portion without any interference and/or disturbance provided the developer performs and fulfills all and singular the terms and conditions herein contained and/or its part to be observed and performed.

DEVELOPER'S INDEMNITY:

The developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission of the developer or in relation to the construction

of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.

The developer hereby undertakes to keep the Owners indemnified against all action suits, costs, proceedings and claims that may arise out of the developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.

MISCELLANEOUS:

The Owners and the developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the Owners. The parties hereto can proceed with this agreement.

Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owners of the said property or any part thereof to the developer or as creating any right, title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners or effecting his estate and the same shall not be encumbered and /or be liable for payment of any dues of such bank or banks, and for that purpose, the developer shall keep the Owners indemnified against all actions, suits, proceedings and cost charges and expenses in respect thereof.

It is to mention here that the owners¹ have already allowed the Developer to enter into the said property so that he can invest money for the Development of the said property and practically the Developer has already invested huge amount of. money for the aforesaid purpose.

It is agreed by all the owners¹ that under no circumstances they will jointly and severally cancel and/ or rescind this Agreement and if so is done by any of the owners or all the owners the same shall not be binding upon this Developer and shall not be law full.

The Developer hereby agrees that Sankar Barik, the owner no. 2 shall be able to run his existing Lathe Machine in a portion on the ground floor which measuring more or less 400 from the allocation of the Developer in the new building.

That the Owners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit or commercial exploitation of the new building from the date or execution of this Agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared by the Developer at his own costs.

The original Agreement and a Xerox copy of the deeds in respect of the said property shall be kept at the city office of the Developer or at the office of the agent for the inspection of the intended Purchasers.

FORCE MAJURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure, if any.

Force majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other act or commission beyond the control of the parties hereto.

JOINT OBLIGATION:

The developer shall develop and construct a multi-storied buildings on the said land as per plan and as per present rules in vogue.

The Owners will put their names and signature in all paper, plans, documents and deeds those may come on the way of the developer for successful implementation of the project since the project will be developed in the name of the Owners and under the Owners' allocation.

The Owners will forward to the developer, the Xerox copy of attested title deed of the land on execution of the agreement for developer's record and reference. The said original title deed/deeds shall ultimately be returned by the Developer to the Owners for their preservation.

If the developer fails and neglects to delay in completing the entire project and/or to hand over the Owners' allocation within the stipulated period the developer shall pay a sum of Rs. 4,000/- (Rupees Four Thousand) only per month to the Owners towards compensation.

SCHEDULE - "A" ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring more or less 30 Cottahs 8 Chittacks 19:8 Square feet together with tile shed kachha structure situated and lying at Mouza - Behala, J.L. No.2, R.S. No. 83, under R.S. Khatian No. 1097, Touzi No.346, appertaining to R.S. Dag No.13, being known and numbered as Municipal Premises No. 84, Upendra Nath Banerjee Road, Mail Address No. P-201, Upendra Nath Banerjee Road, Police Station : previously Behala now Parnasree, Kolkata - 700 060, under Ward No. 131. The said property is butted and bounded by :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

Bilal Sahu
Swapan Banerjee

SCHEDULE "B" ABOVE REFERRED TO

ALL THAT 12 nos. of flat each measuring more or less 900 Square Feet super built up area and each flat will be consisting 2 nos. of Bedroom, one Living cum Dining, one Toilet, one Kitchen, one W.C. and one Verandah in finished and complete condition all the 12 nos. of flat will be allotted from 1st floor to 3rd floor of the proposed building and together with the owners shall get 6 nos. open car. parking space as will be demarcated from the ground floor in finished and complete condition at Municipal Premises No. 84, Upendra Nath Banerjee Road, Mail Address No. P-201, Upendra Nath Banerjee Road, Police Station : previously Behala now Parnasree, Kolkata - 700 060; under Ward No. 131, which will be constructed upon the SCHEDULE - 'A' mentioned property.

SCHEDULE "C" ABOVE REFERRED TO

(Amenities, facilities and works specifications)

FOUNDATION & SUPER STRUCTURE :

R.C.C. framed with brick wall set with Cement Mortar as per design approved by the Corporation.

WALLS :

Plaster of Paris interiors of the Units.

Sand Plaster permanent finish in the Verandah of the Units.

Sand Plaster permanent finish in the Common Areas and Exteriors;

FLOORING :

Flat's Bedroom, Living/ Dining, Toilets, Kitchen, verandah will be provided Ceramic Tiles.

Common Areas & C. Packing Areas on the Gr. Floor shall have the L.P.S. Flooring.

ROOF :

Flooring shall be made of I.P.S flooring after concreting treated with water proofing compound.

Staircase and Staircase Landings : will be cast-in-situ grey mosaic with multi-coloured chips.

WINDOWS :

Made of Still-fitted with integrated Grill and 3mm Pinhead Glass Panes. Painted with one coat of Prime & two coats enamel paint suitable for mild steel.

DOORS:

Main door shall be made from 35 mm thick Flush Door is fitted with 6 Lever Godrej Lock.

All doors shutters : shall be made from 32 mm thick, flush door- both sides of the same to be fitted with hot pressed and phenol bonded commercial ply.

Door Frames : of all doors shall be made of Sal Wood.

Door Fittings : all doors tower bolt 9/6 inches size from outside and inside.

All the inside doors to be painted with one coat wood primar and two coats of enamel paints.

KITCHEN:

Platform Blackstone top white ceramic tiles dado to be fixed upto a height of 3' above the platform.

SINK:

One sink size 22" x 16" approx. made Blakstone.

One Bibcock in the Sink for water supply.

Washing place below the sink to be provided with one bibcock for water supply.

BATHROOM & W.C.: Walls (all around) shall be fitted with white glazed tiles of standard market upto 6' height.

Concealed plumbing system using G.I. Pipe for fresh water-both hot and cold.

FITTINGS : Bedrooms shall be fitted with standard make white ceramic commode, white basin, white fiber glass lowdown cistern and stop cock.

SANITARY & PLUMBING :

S.W.R. pipes made of Standard make P.V.C.

Fresh water pipes made of G.I. standard make from Ground floor

water tank to the toilets in the Units.

One no septic tank on the ground floor as per plans.

ELECTRICALS: wiring shall be connected in P.V.C. polyethylene pipe buried in floors and/or walls;

Inside the units piano type switches & kit kat type fuses to be fitted; Light fittings, fans & other fixtures;

Each unit shall be provided with the following electrical points.

BEDROOMS : 2 nos. light points, 1 no. fan point and 1 no. 5 amp. Plug point on the switch board;

KITCHEN : 1 no. light point, 1 no. exhaust fan point & 1 no. 15 amp Plug point for mixie;

TOILET/W.C. : 1 no. light point;

LIVING AND DINING : 2 nos. light point, 1 no. fan point, 1 no. 5 amp. Plug point on the switch board 1 no. TV point 1 no. Telephone point 1 no. 15 Amp. Fridge point.

VERANDAH : 1 no. light point;

CALL BELL : 1 no. point.

VERANDAH & STAIRCASE RAILING:

M.S. Railing of 3' height shall be fitted in the Verandah and Staircase. In case covered Grill is desired to be fitted in the Verandah then the cost of such Grill and its fitting shall be extra;

WATER SUPPLY :

Underground water tank on the ground floor of the building.

Overhead water tank on the roof of the building.

External walls of the building to be finished with cement based paint.

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

SIGNED, SEALED & DELIVERED

In presence of :

WITNESSES :

1. Joykrishna Mondal
44/18, Paonagar Pally
KOL-60

~~Signature~~

- Shamsay Ch Barick

- Swapan Barick

- Ritesh Patra

- Tapan Sinha



LT of Puspa Mondal
by the pen of Joykrishna Mondal

SIGNATURE OF THE OWNERS

2. Bina Nath Patra

S/O C.F. Road

KOL.-46

BIKASH UDYOG & CO.
BIKASH UDYOG & CO.

Bikash Saha
Proprietor
Proprietor

SIGNATURE OF THE DEVELOPER












Drafted & prepared by
Bimal Ch. Lahiri

BIMAL CH. LAHRI, M.A., LL.B.
Advocate
Alipore Judges Court
Kolkata - 700 027
Regn No - WB/298/82

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					












Name

Signature

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	left hand					
	right hand					












Name

Signature *Shankar Ch. Basick*

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	left hand					
	right hand					

Name

Signature *Sri. Pan Basick*

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	left hand					
	right hand					

Name

Signature *Pita Patra*

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left hand					
right hand					

Name

Signature *by the pen of Jyoti Shankar Mondal*

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left hand					
right hand					

Name

Signature *Tupku...Sinha...*

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left hand					
right hand					

Name

Signature *सुनील वारिक*

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left hand					
right hand					

Name *Poikarh Sala*

Signature *Poikarh Sala*