

period of six months thereafter from the date of sanction the building plan after execution of this agreement and after handing over peaceful vacant possession of the said premises of the said premises of the Developer by the owner; subject to force majors and/or unless prevented by the reasons beyond the control of Developer and for any act, statutes, ordinance or order of the governments or other competent authority.

23. Each of this parties shall co-operate with the other to effectuate this agreement and shall execute and/or register such documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.
24. The owner hereby confirm his title to the said premises is marketable and subsisting and the said premises is not subject to any encumbrance attachments, court or acquisition proceeding or charges of any kind. The owner shall hold the Developer full indemnified and harmless against any loss or liabilities cost or claim action or proceeding that may arise against the Developer on account of any defect in or want of title on the part of the owner.

25. The Developer shall keep the owner indemnified and harmless against any loss liability cost or claim action or proceeding that may arise against the owner's right of the said premises and the owner's share of the constructed area by reason of the failure on the part of the Developer to discharge its liabilities or obligations or on account of act of commission or omission in using the said premises or putting up the construction.

25A. The Developer shall construct the proposed building in strict compliance with the plan sanctioned by Howrah Zila Parishad adhering the building rules and shall be fully responsible for quality of materials used therein and structural stability of the same.

25B. The Developer hereby undertake and agree to pay the panchayat tax and all other statutory taxes as being paid by the owner under this agreement till the development of property from this day as well as up to the date of taking over the possession of owner's allocation but after disposal and delivery of possession of the newly constructed to the respective buyers and after delivery of possession to the



owner and his portion as above, the owner shall pay his respective portion.

26. The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the owner against all losses liabilities costs or claim actions or proceedings arising out of such accident or mishap.
27. The proposed building complex at the said premises shall be called and known by such name as the Developer may deem fit and proper.
28. The developer shall not violate or contrivance any of the provisions or rules applicable for construction of the said proposed building the panchayat rules.
29. The parties hereby undertake to keep the each party indemnity against all third party claims and action arising out of any sort of act or omission.
30. The Developer may advertise/publish in any news papers for selling the Developer's allocated portion to the intending

purchasers and also can fix hording and/or signboard, at the said site/premises.

31. If either party shall commit breach of any of the terms or conditions herein contained the defaulting party shall be liable to compensate the other party for such shall be entitled to cancel or rescind this Agreement without the consent in writing of the other party.

32. That all disputes and differences between the parties arising out of the meaning construction or their respective rights liabilities as per this agreement shall be adjudicated by reference to the arbitration of an independent Arbitrator, appointed by the Developer with the mutual consent of the parties at the commencement of the reference and the Award of the Arbitrator shall be final and conclusive on the subject as between the parties and this cause shall be deemed to be a submission within the meaning of the Arbitration and conciliation act, 1996 and its statutory modification thereof.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF CONSTRUCTED LAND)**

**ALL THAT** piece or parcel of land measuring about 3 cottahs 8 chittaks together with 100 sq. ft. tile shed



structure be the same a little more or less lying and situated at Mouza- Bally, J.L No. 14, comprised in R.S Dag No. 6823 and 6824 in corresponding with L.R Dag No.23518, Khatian No. 480, within the jurisdiction of Nischinda Gram panchayet, P.S- Nischinda(formerly Bally), District- Howrah and butted and bounded in the manner following that is to say:-

**ON THE NORTH** : House of Manick Lal Bhattacharya

**ON THE SOUTH** : 16'-0" wide Road

**ON THE EAST** : Pond & House of Debasis and  
Surajit Bhattacharya

**ON THE WEST** : 12'-0" wide Road

**SECOND SCHEDULE ABOVE REFERRED TO**

**(OWNER'S ALLOCATION)**

**ALL THAT** three flats measuring about 600 Sq.ft. each including super build up constructed area in the new building and two shop rooms measuring about 110 sq.ft each on the ground floor in the new building according to sanctioned plan of the premises as mentioned in the paragraph nos. 8, 9, 10 herein

above consisting self contained flats as per details of construction mentioned hereunder.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(DEVELOPER'S ALLOCATION)**

**ALL THAT** balance portion of the total constructed area according to sanctioned plan of the premises as mentioned in the paragraph nos. 8, 9, 10 herein above consisting self contained flats as per details of construction mentioned hereunder.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(DETAILS OF CONSTRUCTION OF**

**BUILDING/FLAT/UNIT)**

FOUNDATION : R.C.C. Foundation and framed structure

FLOORS : Flooring of marble with 4" skirting, Kitchen and toilets will also have same flooring.

DOORS : Commercial ply wood flash door fixed in wooden frame.

**WINDOWS** : All windows will be made of aluminium sections fitted with integrated grill.

**KITCHEN** : Marble with 4" skirting and one 5 ft. Black stone top, black stone sink.

**TOILET** : Glazed tiles up to five feet height from floor level including marble skirting.

**ELECTRICAL WIRING:** All wiring will be concealed and adequate outlet socket will be provided.

**EXTRA WORK** : Any extra work shall be charged extra.

**TRANSFER & REGISTRATION:** The cost and expenses for preparing agreement, sale deed, stamping, registration, solicitors/ Advocate fees, other dues and charges will be applicable on the date of transfer and registration by the advocate of the Developer and necessary cost shall be paid by the purchaser.



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

**WITNESSES:**

1) Anjali Bhattacharjee.

NAME: Anjali Bhattacharjee

ADD: Nishchinda Madhyapura, Sankar Lal Bhattacharjee  
Bally, Howrah. Pin- **FIRST PARTY/LAND OWNER**  
- 711227

SAI BABA CONSTRUCTION  
Sumit Mahata

PARTNER

SAI BABA CONSTRUCTION

Sumit Mahata

PARTNER

SAI BABA CONSTRUCTION

Sudeb Karman.

PARTNER

SAI BABA CONSTRUCTION

Parash Singh.

PARTNER

2) सोला नाथ मेहरा

NAME:

ADD: Durgapura,  
Bally, Howrah 205  
711205

**DEVELOPER**

Drafted by me on instruction

Suman Jana

Advocate

F/642/1114 of 2014



### MEMO OF CONSIDERATION

**RECEIVED** a sum of Rs.2,00,000/- (Rupees Two Lakhs) only from the above mentioned Second Party to the First Party.

<u>By Cheque No.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
276468	02/02/2018	STATE BANK OF INDIA GHOSH PARA BRANCH	2,00,000/-

**Total : Rs. 2,00,000/-**

(Rupees Two Lac) only.

**WITNESSES:**

1. Anjali Bhattacharjee,  
Nishchinda Bally House no.  
711227.

2. सोलगा नाथ मंडल

*Sankar Lal Bhattacharjee*  
**SIGNATURE OF THE FIRST  
PARTY**

# SPECIMEN FORM FOR TEN FINGER PRINTS



Sankar Lal Bhattacharjee

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Sumit Mahata

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE

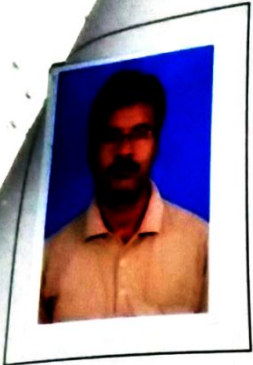


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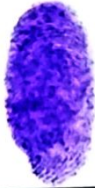
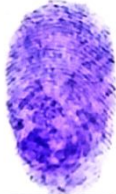








LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



# SPECIMEN FORM FOR TEN FINGER PRINTS





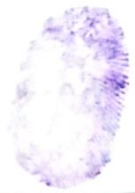
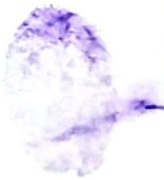






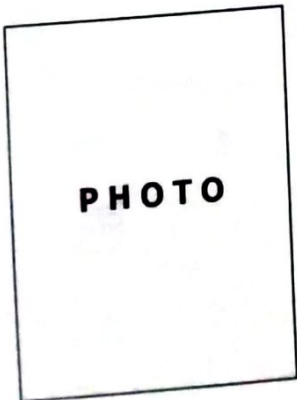
*Sudeb Kenmakan.*



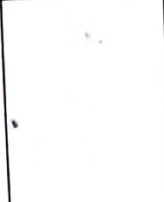



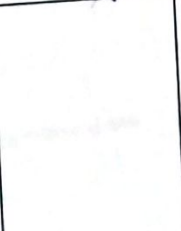



LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



*Paresh Singh.*

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE