



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

51AA 596146



**AGREEMENT FOR CONSTRUCTION OF
MULTI STORIED BUILDING**

*Tarapada Singh
Jhuma Nayak (Goswami)*

THIS AGREEMENT is made on this the 2nd day of ~~December~~ ^{February}, Two
Thousand ~~Eleven~~ ^{TWELVE}.

B E T W E E N

(1) **SHRI TARAPADA SINGHA**, son of Late Bhim Chandra Singha Sri Haridas Saha, by Nationality – Indian, by Faith – Hindu, by Occupation – Service, residing at Dakshineswar, Kolkata – 700 076, District North 24-Parganas, (2) **SMT. JHUMA GOSWAMI** alias Meghna Goswami, wife of Shri Anath Bandhu Goswami, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at 76/1, Ananda Mohan Basu Road, Kolkata – 700 074 hereinafter jointly referred to as the "**LAND OWNERS**" (which expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

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*Tarapada Singh
Jhuma Nayak (Goswami)*

AATREYEE NIRMAN PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Mercantile Building, Block – C, 3rd Floor, Kolkata – 700 001 represented by its Managing Director - **SMT. JAYATI ROY**, wife of Sri Indrajit Roy, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at 50, Goraksha Basi Road, Kolkata – 700 028, P.S. Dum Dum, District North 24-Parganas hereinafter referred to as the "DEVELOPER / PROMOTER" (which expression shall unless excluded by or repugnant to the context be deemed to include its Board of Directors, Legal Representatives and Assigns) of the OTHER PART.



(JAYATI ROY)

WHEREAS the Party of the One Part are jointly seized and possessed of and well and sufficiently entitled to the property hereunder written in the **Schedule "A"** acquired right, title and interest by way of purchase by two Registered Deed of Conveyance dated 13th December, 1999 bearing Deed No.148 for the year 2000 and 147 for the year 2000 both registered at Additional District Sub-Registration Office, Cossipore-Dum Dum which is executed and registered by Smt. Chhabi Dey, wife of Gobinda Chandra Dey of 54, Ramdulal Sarkar Street, Kolkata – 700 006, as vendor and (1) Shri Kashinath Nayak, son of Late Manmathonath Nayak and (2) Smt. Laxmi Rani Nayak, wife of Shri Kashinath Nayak, resident of 76/1, Ananda Mohan Basu Road, Kolkata – 700 074 stood as Confirming Party in the said Deeds of Conveyance, against valuable consideration mentioned therein.

AND WHEREAS after purchase the said property, the land owners herein while in possession in the said property mutated their names in the office of the B.L. & L.R.O., Sodepur and also recorded their names in the local South Dum Dum Municipality and paying Rates and Taxes thereof as a recorded owners.

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AND WHEREAS the land owners while in possession of the said property has decided to develop the said property by constructing a multi storied building under the joint venture scheme after demolition of the existing structure thereat, in view of the same, the land owners has offered to the Developer to develop a project under joint venture scheme in terms of the development agreement between the land owners and the Developer. The Developer also agreed to construct a multi storied building thereon according to aforesaid scheme or in any manner, in terms of mutual agreement between the parties, the land owners will get 3,000 Sq. ft. constructed area including car parking space in the proposed multi storied building situated at the **Schedule "A"** hereunder **OR** Rs.85,00,000/- (Rupees Eighty Five Lakh) only in lieu of their land of which construction will be made. Be it noted here that the owners will inform to the developer within 90 days from the date hereof regarding their choice, either in construction (i.e. 3000 Sq. ft. construction in the building) **OR** in cash amount towards consideration price i.e. Rs.85,00,000/-.

AND WHEREAS the land owners are agreed to amalgamate their respective plots into one compact area for the project and shall put their signatures on the applications, affidavits, declarations, building plan, revised plan etc. jointly as and when necessary.

AND WHEREAS the developer has agreed in the matter of construction of the multi storied building according to sanctioned building plan, sanctioned by the South Dum Dum Municipality consisting of several flats, covered and uncovered car parking space, mandir, indoor games room etc. To that effect the developer has taken a resolution in its meeting.

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Jhuma Nayak. (Goswami)

AND WHEREAS upon the aforesaid representation of the owners and subject to verification of title of the owners concerning the said holding, the developer has agreed to develop the said premises by constructing multi-storied building on the said holding in accordance with the sanctioned building plan and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

1. a) **OWNERS** - shall mean SHRI TARAPADA SINGHA and SMT. JHUMA GOSWAMI alias Meghna Goswami and their respective heirs executors, administrators and legal representatives.
- b) **PROMOTER / DEVELOPER** - shall mean **M/S. AATREYEE NIRMAN PVT. LTD.** its Respective Directors and legal representatives.
- c) **TITLE DEED** - shall mean all the documents referred to hereinabove and all documents of title in respect of the aforesaid property.
- d) **PREMISES** - shall mean 1, Goraksha Bari Road being Holding No. 26/5, & 26/6, Gorakshabasi Road, Kolkata - 700 028, within the local limits of South Dum Dum Municipality more fully and particularly described in the Schedule "A" hereunder written.
- e) **BUILDING** - shall mean the building or building to be constructed on the said premises under the Joint Venture project..

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- f) **COMMON FACILITIES AND AMENITIES** – shall include corridors hallways, stairways, passage ways, drive ways, common lavatories, pump room, tube well, underground water reservoir, overhead reservoir, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment provisions roof and terrace of the building maintenance and / or management of the building.
- g) **OWNERS'S ALLOCATION** – shall mean 3000 Sq. ft. construction of the building which is to be constructed by the Promoter / Developer as per the sanctioned plan and which is to be allotted to the owners in accordance with the terms and conditions of this present including proportionate share in the common facilities and amenities on prorate basis **OR** Rs.85,00,000.00 (Rupees Eighty Five Lakh) only and after payment of said amount of Rs.85,00,000.00 (Rupees Eighty Five Lakh) only owners are bound to execute and register document or documents in favour of the developer and its nominated person or persons as it deem fit and proper in respect of the **Schedule "A"** land or construction made thereon as fully and particularly set out in **Schedule "B"** hereunder written.
- h) **DEVELOPER'S / PROMOTER'S ALLOCATION** – shall mean the entire area of the building to be constructed in the said premises in the constructed area including proportionate share in the land facilities and amenities are described in the **Schedule "C"** hereunder beyond the area of the land owners if they accepted and/or choice the construction area.

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Huma Nayak (Croswami)

- i) **PROJECT** - project shall mean and include all residential flats, car parking space (covered or uncovered), AC Gym, AC Community Hall, landscape garden, Mandir, Video Door Phone and Security System, Power Back-up etc.

2. **THE OWNERS DECLARE AS FOLLOWS -**

- a) That the owners above named are absolutely seized and possessed of and / or well and sufficiently entitled to the said premises.
- b) That the said premises is free from all encumbrances, charges and owners have a marketable title in respect of the said premises:
- c) That the said premises is free from all encumbrances, charges, liens, lispendence, attachments, trust, acquisance, requisitions, whatsoever or howsoever.
- d) That there is no excess vacant land of the said premises within the meaning of Urban Land (Ceiling and Regulation) Act, 1976.

3. **THE OWNERS AND THE DEVELOPER / PROMOTER DO HEREBY DECLARE AND COVENANT AS FOLLOWS :**

- a) That the owners hereby grants exclusive right, to the Developer / Promoter to undertake make construction after demolishing the existing building standing on the said premises in accordance with the sanctioned plan by the South Dum Dum Municipality.

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- b) That all applications, plans, other papers and documents as may be prepared by the Developer / Promoter for the purpose of obtaining necessary further sanction from the appropriate authority shall be prepared and submitted by the Developer / Promoter on behalf of the owners at the Developer / Promoter's own cost and expenses and the owners shall sign all the necessary papers for the same at the request of the Developer / Promoter.
- c) That the owners immediately after execution of these presents shall hand over vacant possession of the premises to the Developer.
- d) That the owners shall execute a General Power of Attorney in favour of the Developer as may be required for the purpose of obtaining the addition and alteration building sanction plan and all necessary permission and sanction from different authorities in connection with the construction of the buildings and also for the purposes including sale and transfer.
- e) That upon completion of the new buildings the Developer / Promoter shall put the owners in undisputed possessing of the owners' allocation after due completion together with the rights in common to the common facilities and amenities as stated in the **Schedule "C"** hereunder, if owners choice and / or accept construction as per the joint venture scheme instead of cash amount of Rs.85,00,000/- (Rupees Eighty Five Lakh) only.

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Jhuma Nayak (Goswami)

- f) That the owners and the developer / promoter shall exclusively be entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others interest therein whatsoever of the other and the owners shall not in any way interfere with or disturb the quite and peaceful possession of the Developer / Promoter's allocation.
- g) That in so far as necessary dealings with the Developer / Promoter in respect of the building including agreement for sale or transfer concerning the Developer / Promoter's allocation for which purpose the owners undertake to give the Developer / Promoter a General Power of Attorney in a from and manner required by the developer / promoter provided however the same shall not create any financial liabilities upon the owners in any manner whatsoever.
- h) The developer shall be entitled to execute the deed of conveyance in favour of the intending purchaser/s in such part or parts as shall be required by the Developer Promoter in respect of the developer/ promoter's allocation only after handing over possession of the owners' share, if any remains.
- i) That the developer / promoter shall at its own cost construct and complete the new multi-storied buildings at the said premises in accordance with the sanctioned plan and as per specification as are mentioned in **Schedule "C"** hereunder written and as may be recommended by the Architect of the developer / promoter. The owners shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the developer / promoter.

Tarakada Srinivas
Housing & Development Co. (P) Ltd.

- j) That the developer / promoter shall install in the said buildings at its own cost pump, water storage tank, overhead reservoir, electric wiring and installation and other facilities as required to be provided in the building constructed for sale of flats therein on ownership basis and as mutually agreed.
- k) That the developer / promoter shall be authorized to negotiate with the intending purchaser or purchasers for sale of the developer / promoter's allocation and to enter into any agreement with the intending purchaser or purchasers and to receive earnest money against valid receipts but the same shall not create any financial liability upon the owners in any manner whatsoever.
- l) That the developer / promoter shall at its own cost and expenses and without creating any financial or other liabilities on the owners construct and complete the said multi-storied buildings in accordance with the sanctioned plan and any amendment thereto or modifications thereof made or cause to be made by the Developer.
- m) That as from the date of possession, the municipal rates and taxes as also other outgoings in respect of the said premises and till such time of the possession of the said owners's allocation is made shall be borne and paid by the promoter / developer and all outstanding dues on account of Municipal rates and taxes as also other outgoings unto the date of delivery of possession from the date of obtaining vacant possession shall remain the liabilities of the owners and shall be borne by the owners.

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4. That the owners hereby agreed and covenants with the Developer / Promoter as follows :
- a) Not to cause any interference or hindrance in the construction of the said building at the said premises by the developer / promoter, so long the developer use first class quality materials in construction and follows strictly the sanctioned plan without any deviation.
 - b) Not to do any act, deed or thing what by the Developer / Promoter may be prevented from enter into any agreement for sale / disposing any of the developer / promoter's allocated portion in the building as the said premises.
 - c) Not to let out grant, lease, mortgage and / or transfer the said premises or any portion thereof without the consent in writing of the developer / promoter during the period of the said construction.
 - d) To remain bound to execute all agreements for sale or transfer concerning the developer/promoter's allocation and shall remain bound to execute a General Power of Attorney empowering the developer / promoter to execute all such agreement or agreements for sale or transfer for and on behalf of the owners' concerning the developer / promoter's allocation of the building of the said premises on receipt of the full consideration money and / or earnest money and to grant valid receipt and / or cancel or repudiate the same.

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Shurma Nayak (Goswami)

e) That either of the party shall not use the respective allocation in the building or any portion thereof for carrying on any immoral trade or activity nor used thereof for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or purchasers of the apartment of the buildings.

5. THE DEVELOPER / PROMOTER HEREBY AGREED AND COVENANTS WITH THE OWNERS AS FOLLOWS :

- a) To complete the construction of the multi-storied building within 36 (thirty six) months from the date of obtaining sanctioned building plan, to be sanctioned by the South Dum Dum Municipality.
- b) That the developer / promoter shall complete the construction and hand over owners's allocation within the aforesaid stipulated period. The old building shall be demolished by the developer at its own cost and the developer shall be entitled to sell all materials of such demolition.
- c) Not to violate any of the provisions or rules applicable to the construction of the said building.
- d) Not to do any act, deed or thing to encumber the property whereby the owners is prevent from enjoying selling, assigning and / or disposing of any of the owners' allocation in the building at the said premises.
- e) To keep the owners indemnified against all third party claim and action arising out of any sort of act of commission of the developer / promoter in relation to the construction of the said building.

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- f) To keep the owners indemnified against all actions, suits, proceedings and claims that may arise out of the developer / promoter's action with regard to the development of the said premises and in the matter of construction of the said building and / or for any defects therein.

6. THE OWNERS AND THE DEVELOPER / PROMOTER ALSO HEREBY COVENANTS AS FOLLOWS :

- a) The owners hereby undertakes that the promoter / developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance provided the developer / promoter performed and fulfill all the terms and conditions therein contained;
- b) The owners and the developer / promoter hereby declare that they have entered into the agreement purely as a contract and nothing content herein shall be deemed to constitute as partnership between them or as a joint venture in any manner nor shall the parties hereto constitute an association of persons;
- c) Two owners shall do or execute or caused to be done or execute all such further deeds matters and things not herein specified as may be required to be done by the developer / promoter and for which the developer / promoter meet the authority of the owners including any such additional power of attorney and / or authorization as may be required for the purpose provided that all such acts deeds matters and

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Shuma Nayak (Goswami)

things shall not in any way infringe on the rights of the rights of the owners and / or against the terms of these presents.

- d) The owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer / Promoter's allocation which shall be the liability of the developer / promoter who shall keep the owners indemnified against all actions, suits, proceedings, costs, charges, and expenses in respect thereof.
- e) That the developer / promoter and the owners shall mutually frame scheme for the management and administration of the said building or buildings and / or common part thereof and agreed to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the buildings or common part thereof.
- f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer / Promoter by the owners or as creating any right title or interest in respect thereof in favour of the developer / promoter other than an exclusive licence in favour of the developer / promoter to do the acts and things expressly provided herein as also in the power of attorney to be given for the purpose. **PROVIDED HOWEVER** the developer / promoter be entitled to raise fund from any bank or banks without creating any financial liability on the owners or affecting their estate and interest in the said premises and for that purpose the developer/promoter shall keep the owners indemnified against all acts suits proceedings and costs, charges and expenses in respect thereof.

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Shruti Nandan (Koswami)

- g) As and from the date of completion of the building the developer / promoter and / or its transferees and the owners and / or her transferees shall each be liable to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of their respective spaces.
- h) The owners shall deliver to the developer / promoter all the Xerox copies of title deeds relating to the said premises simultaneously with the execution of these presents and also undertake to produce the original for inspection as and when necessary.
- i) Save and except what has been specifically stated hereunder all dispute and differences between the parties arising out of the meaning, construction or import of this agreement or their respective rights and liabilities as per this agreement shall be referred to the arbitrator to be appointed by each part, who shall jointly appoint as umpire at the commencement of the reference and the award of the Arbitrator's or the Umpire as the case may be shall be final binding upon and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the law of Arbitration and Conciliation Act, 1996 and its statutory modifications from time to time.
- j) Notwithstanding the foregoing provisions, the rights to use for specific performance of this contract by one part against the other as per the terms of this Agreement shall remain unaffected;
- k) Save and except what are hereinbefore provided rights and liabilities of the parties shall be governed by the law in force.

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Shruti Nayak (Goswami)

l) The parties herein agreed not to remove and or cancel any of the document/s either it is registered or unregistered without obtaining any order from the Court of Law.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the entire premises)

ALL THAT piece and parcel of land together with a tiled shed structure thereon containing a total area of 08 (Eight) Cottahs 12 (Twelve) Chittacks 21 (Twenty One) Sq. ft. be the same a little more or less lying and situated at Premises No.1, Goraksha Basi Road, Kolkata – 700 028, Nager Bazar, being Municipal Holding No.26/5, & 26/6, of Goraksha Basi Road, within the jurisdiction of South Dum Dum Municipality, Ward No. 25 under Cossipore-Dum Dum Sub-Registration Office comprised in Dag No.2685, L.R. Dag No.2098, under Khatian No.228, L.R. Khatian No. 1837 and 1766 of Mouza – Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 169, within Dum Dum Police Station, District North 24-Parghanas. The premises is butted and bounded by –

- ON THE NORTH :
- ON THE SOUTH :
- ON THE EAST :
- ON THE WEST :

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Shuona Nayak (Goswami)

SCHEDULE "B" ABOVE REFERRED TO

(OWNERS' ALLOCATION)

ALL THAT 3000 Sq. ft. constructed area within the project on the "A" Schedule land according to the sanctioned building plan sanctioned by the local South Dum Dum Municipality.

OR

The land owners will get jointly a total sum of Rs.85,00,000/- (Rupees Eighty Five Lakh) only as a total consideration amount in respect of their land as stated hereinbefore.

SCHEDULE "C" ABOVE REFERRED TO

(Common Facilities)

Common facilities and amenities shall mean corridors, lift, stair-ways, passage, ways inside the project, pump room, tube-well, overhead reservoir, water pump and motor, underground reservoir, 24 hours water supply, AC Gym, AC Community Hall, Mandir and other facilities which may be mutually agreed upon among the parties and required for the establishment, location, enjoyment, maintenance and / or management of the project.

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Jhuma Nayak (Goswami)

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signature on this Agreement on the day, month and year first above.

SIGNED, SEALED AND DELIVERED
By the PARTIES at KOLKATA
In the presence of

Tarapada Sanyal

Jhuma Nayak (Goswami)

SIGNATURE OF THE OWNERS

1. *Kashinath Nayak*
১৭ নং এন ১২০৫ ২য় ফ্লোর

2. *Jay dal Saha*
২০ ফার. ১৭৭

১১. R.N. Guha Road
Call-74

SIGNATURE OF THE
DEVELOPER / PROMOTER

MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque</u>	<u>Bank with Branch</u>	<u>Amount</u>
03.01.2012	217292	Oriental Bank of Commerce, Shyam Bazar Branch	Rs. 1,00,000.00
03.01.2012	217293	Do	Rs. 1,00,000.00
03.01.2012	217294	Do	Rs. 1,00,000.00
01.02.2012	978517	Do	Rs. 4,50,000.00
08.02.2012	978518	Do	Rs. 4,50,000.00
22.02.2012	978538	Do	Rs.73,00,000.00
-do-	978539		
-do-	978540		
			<u>Rs.85,00,000.00</u>
			=====

(Rupees Eighty Five Lakh only)

WITNESSES :

1. *Kashinath Nayak*

2. *Jay dal Saha*

Tarapada Sanyal

Jhuma Nayak (Goswami)

SIGNATURE OF THE OWNERS

Drafted by - *Soumitra Bhattacharya*
Soumitra Bhattacharya
Advocate,
Barasat Judges Court, Barasat

Typed by -

Pradyut Kumar Ghosh
1/5, R.B.C. Road Extension,
Kolkata - 700 028.

Jhuma Nayak (Goswami)
Tarapada Sanyal
For (Sd/-)