

भारतीय गैर न्यायिक

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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

13AA 689178

Nandita Ghosh
Ananya Das

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the 9th day of October.....Two thousand Seven **B E T W E E** (1) **NANDITA GHOSH** @ NUPUR GHOSH, wife of late Satrujit Ghosh, of 34/2, Santosh Roy Road, P.S Thakurpukur, Kolkata- 700 008, (2) **MIS, ANANYA DAS**, daughter of late Arup Kr. Das, minor represented by her next friend and natural guardian Aunt **NANDITA GHOSH**

222650

S. No
Name : S. GHOSH, Advocate
Address : Alipore Judges' Court,
Kolkata - 700 027.

Re
Calcutta Collectorate,
11, Netaji Subhas Rd., **Licensed Stamp**
Calcutta - 1 **Vendor.**

Dated

14 FEB 2007

Received with thanks from Sri Sujatit Biswas,
director of M/s Sunirman Towers Pvt. Ltd. a
sum of Rs- 1,00,000/- (Rupees one lac) only ~~being~~
by an a/c payee cheque no. 621626 dated 24/2/07.
drawn on Bank of Maharashtra, Saabubazar branch,
in terms of this agreement.

Nandita Ghosh
24.2.07

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the day of
..... Two thousand Seven E T W E E (1) NANDITA
CHOSH @ KUPUR CHOSH, wife of late Saurjit Chosh, of 34/2
Sankar Roy Road, P.S. Thakurpukur, Kolkata- 700 008. (S) MIB,
ANANYA DAS, daughter of late Anup Kt. Das, minor represented
by her next friend and natural guardian ANU NANDITA GHOSH

@ NUPUR GHOSH, of 34/2, Santosh Roy Road, P.S Thakurpukur, Kolkata- 700 008, hereinafter called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/s. SUNIRMAN TOWERS PVT. LTD., having its office at A-17, Diamond Park, P.O. Joka , Kolkata- 700 0104, P.S. Thakurpukur, District 24 Parganas, represented by one of the Director **SRI SUVAJIT BISWAS**, son of Sri Kalyan Biswas, residing at A-17, Diamond Park, P.O. Joka, P.s. Thakurpukur, District 24 Parganas, South, Kolkata - 700104, 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.**

WHEREAS originally Krishna Lal Das purchased on 6. 4. 1949 from Hiralal Dutta ALL THAT 3 cottahs 2 sq. ft. of land situate and lying at Mouza Paschim Barisha, J.L. no. 23, R.S. No. 43, Touzi no. 1-6, 8-10, 12-16, under Khatian no. 866, appertaining to Dag no. 22, together with easement right upon 10ft, wide common passage in Dag no. 21 and all other rights appurtenance thereto the said

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Sunirman Towers
Suvojit Biswas

deed of sale was registered in the office of D.S.R. Alipore and entered in Book no. 1, Being no. 401 for the year 1949.

AND WHEREAS after purchase the said Krishna Lal Das constructed a two storeyed building thereon as per sanction plan after mutation of the said property it has been known and numbered as municipal premises no. 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata- 700 008, under ward No. 123.

AND WHEREAS the said Krishna Lal Das died intestate leaving behind him surviving his wife Smt. Saibalani Das since deceased three daughters viz. Smt. Nandita Ghosh alias Nupur Ghosh, Smt. Kabita Bose and Smt. Sabita Sengupta and one son Arup Kr. Das since deceased.

AND WHEREAS the said son Arup Kr. Das subsequently died intestate leaving behind him surviving his minor daughter Mis. Ananya Das . The wife of Arup Kr. Das predeceased him.

AND WHEREAS the owners jointly have undivided 2/4th share in the said property as in the mean time Saibalini Das has also died intestate.

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Ananya Das

Judith B. Das

/ AND WHEREAS it is to mention here that the owners have filed a suit for partition of the said property before the 7th Court of Civil Judge (Sr. Division), at Alipore being Title suit no. 32 of 2004. The said suit is still pending for disposal .

AND WHEREAS a talk of compromise is under process between the parties to the suit and is expected to be concluded very soon amicably between the parties.

AND WHEREAS being desirous of developing the said property through a experienced developer the owners made contact with the developer herein and entrusted the developer to develop the entire property after compromise between the parties and hence this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

1. **OWNER:**

Shall mean (1) **NANDITA GHOSH**
 @ NUPUR GHOSH, wife of late
 Satrujit Ghosh, of 34/2, Santosh
 Roy Road, P.S Thakurpukur,
 Kolkata- 700 008, (2) MIS, ANANYA
 DAS, daughter of late Arup Kr. Das,
 minor represented by her next

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Satrujit Ghosh

friend and natural guardian Aunt
NANDITA GHOSH @ NUPUR
 GHOSH, of 34/2, Santosh Roy
 Road, P.S Thakurpukur, Kolkata-
 700 008.

2. **DEVELOPER**

Shall mean M/s. SUNIRMAN
TOWERS PVT. LTD., having its
 office at A-17, Diamond Park, P.O.
 Joka , Kolkata- 700 0104, P.S.
 Thakurpukur, District 24
 Parganas, represented by one of the
 Director SRI SUVAJIT BISWAS, son
 of Sri Kalyan Biswas, residing at A-
 17, Diamond Park, P.O. Joka, P.s.
 Thakurpukur, District 24 Parganas,
 South, Kolkata - 700104.

3. **THE SAID PROPERTY**

Shall mean ALL THAT 3 cottahs 2
 sq. ft. of land situate and lying at
 Mouza Paschim Barisha, J.L. no.
 23, R.S. No. 43, Touzi no. 1-6, 8-10,
 12-16, under Khatian no. 866,
 appertaining to Dag no. 22, together

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 Ananya Das*

Suvajit Biswas

with easement right upon 10ft, wide common passage in Dag no. 21 and all other rights appurtenance thereto, 34/2, Santosh Roy Road, P.S. Thakurpukur, Kolkata- 700 008, under ward No. 123. hereinafter called the SAID PROPERTY and morefully described in SCHEDULE "A" below.

4. **BUILDING**

Shall mean and include the building to be constructed at the premises mentioned in earlier paragraphs in accordance with the plan to be sanctioned by K.M.C

5. **SALEABLE SPACE**

Shall mean the space in the new building available for independent use and occupation by the developer.

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Juvajit Biswas
Director

ANANTA DEVELOPERS PVT. LTD.

7. OWNER'S ALLOCATION

It is settled between the parties that Smt. Nandita Ghosh shall receive consideration money for selling out her undivided 1/4th share of the property which has been fixed for Rs. 3,50,000/- (Rupees three lacs fifty thousand) only and the owners no. 2 shall be entitled to receive one self contained flat measuring 500 sq. ft. built up area on the 2nd floor of the proposed newly constructed building in lieu of and in consideration of the value of undivided 1/4th share in the property. The owner no. 2's allocation is more fully described in the schedule "B" below and he fittings and fixtures and arrangements is more fully

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ANANYA DAS
Director

described in the schedule "C" below. The mode of payment to the owners no.1. is as follows:-

a) The developer shall pay a sum of Rs. 1,00,000/- (Rupees one lac) only to the owner no. 1 simultaneously with the execution of this agreement.

b) The rest amount of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only will be paid by the developer to the owner no. 1 simultaneously with the execution and registration of all the deed of conveyance for selling out her undivided 1/4th share on land to the developer or his nominee/s intending purchaser/s.

Nandita Ghosh
Anannya Das

Jurajit Biswas
DIRECTOR

**8. DEVELOPER'S
ALLOCATION.**

Shall mean the entire available F.A.R. of the new building including the common facilities absolutely belonged to the Developer on payment of the agreed consideration money to the owners together with absolute right on the part of the developer and prospective buyer/buyers and intending transferee/ transferees, lease or in any way deal with the same.

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Anannya Das


Anannya Das
Director

9). 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.

10) **BUILDING PLAN:**

Will mean such plan that has been prepared by the developer through his architect at his own costs.

11) **TRANSFER:**

With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi storeyed 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 owner.

12) **TRANSFeree**

Shall mean a person firm limited company, association of persons to whom any space in the building will be transferred.

13) **TIME**

Shall mean the construction shall be completed positively within 36 months from the date of sanction

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ANANNYA DAS
ANANNYA DAS
ANANNYA DAS

of the building plan and/or from the date of getting peaceful vacant khas possession without any litigation of the said property which ever will be the later.

14. **WORDS**

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

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Anannya Das

Jugal Biswas
Director

OWNER'S RIGHT AND REPRESENTATION

1. The owners are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property.
2. 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

1. The owners herein 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 K.M.C ~~with~~ with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said property 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

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Sumit Prasad
Developer

the entire allocation of the developer in the new building in the manner herein after stated.

CONSIDERATION.

It is settled between the parties that Smt. Nandita Ghosh shall receive consideration money for selling out her undivided 1/4th share of the property which has been fixed for Rs. 3,50,000/- (Rupees three lacs fifty thousand) only and the ownersno.2 shall be entitled to receive one self contained flat measuring 500 sq. ft. built up area on the 2nd floor in the proposed newly constructed building in lieu of and in consideration of her undivided 1/4th share in the property The mode of payment to the ownersno.1 and the allocation is as follows:-

- a) The developer shall pay a sum of Rs. 1,00,000/- (Rupees one lac) only to the owner no. 1 simultaneously with the execution of this agreement.
- b) The rest amount of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only will be paid by the developer to the owners simultaneously with the execution and registration of all the deed of conveyance for selling out her undivided 1/4th share on land to the developer or his nominee/s intending purchaser/s.

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FOR JUDICIAL OFFICE
Surya K. Das
Director

- c) On completion of the building the developer shall hand over one self contained flat measuring more or less 500 sq. ft. built up area on the 2nd floor of the proposed building in finished and complete condition . The owners' no. 2's allocation is morefully described in schedule "B" hereunder below and the fittings and fixtures and arrangements as will be provided in the flat to be received by the ownersno.2 are morefully described in schedule "C" hereunder below.

POSSESSION

1. The owners shall hand over vacant unencumbered possession of the said property to the developer within 7 days from the date of withdrawal and or conclusion of all pending litigation.
2. The Developer shall complete the construction of the building positively within 36 months from the date of sanction of the building plan and/or from the date of getting peaceful vacant khas possession of the property without any litigation which ever is later and shall hand over the owners no. 2's allocation complete as per specification given details in schedule "C" below.

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Director

3. The Developer shall be exclusively entitled to the entire new building save and except the flat of the owners no. 2 with exclusive right to transfer or otherwise deal with or dispose of the same according to this deed will on payment of the entire agreed consideration money to the owners no. 1. The owners shall only transfer by way of proper deed of conveyance either in favour of the developer or in favour of the nominee/s of the developer, the entire landed area.

5. 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 undertake to give the promoter a power of attorney in a form and manner reasonably required by the promoter. 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 be any clause inconsistent with or against the terms mentioned in this agreement.

6. 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

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Jusuf Reza
D-1111

Certificate) in that behalf will be borne and paid by the Developer.

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

COMMON FACILITIES

- i). The owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building of the said property by the developer.
- ii). The owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any portion or portions of the entire newly constructed building or of the said property save and except the right of land
- ii). The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from completing the construction of the said building.

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FOR SUNDELAN TOWERS (P) LTD.
Jureyif Poirson

OWNER'S OBLIGATION

1. The Owners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer .

2. 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 in the building or of the said property save and except the right of land.

3. The owners shall forth with execute and register a General power of attorney as will be prepared by the developer through its Advocate in favour of Sri Suvajit Biswas the proprietor of M/s. Sunirman Towers Pvt.ltd., giving him absolute authority and power to proceed with the suit, withdrawal of all pending litigations to compromise all pending litigation amicably to sign in all papers, to depose to swear affidavit to sign all plan/s for the proposed buildings to execute and register deed of exchange, amalgamation to execute security bond, declaration boundary declaration and to do all other allied jobs to deal with the aforesaid matters relating to pending litigations and for obtaining sanction building plan.

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For SUNIRMAN TOWERS PVT. LTD.
Suvajit Biswas
Director

4. The owners shall execute and registered a general power of attorney in favour of the developer giving him all right to build construct and to enter into agreement and received earnest money and to execute final deed of conveyance and to received all consideration money and to get the building plan sanction and to execute and register all other allied jobs for the plan and other rights acts, deed and things.

DEVELOPER'S OBLIGATION.

THE DEVELOPER HEREBY AGREES AND COVENANT WITH

THE OWNERS:-

- a) The developer shall complete the constriction of the new building within 36 months from the date of sanction of the building plan and shall pay the agreed consideration monety to the owner no. 1. and one self contained flat measuring 450 sq. ft. built up area to the owner no. 2 according to the covenants made in article consideration.
- b) The Developer shall be entitled to transfer alienate or assign this agreement to any other person/persons for completion of the building.
- c) The developer is agreed to provide alternative accommodation to the owners and shall bear costs of the same till purchase of the owner nos.1's undivided 1/4th share and till handing over possession of the owner nos.2's allocation in the new building.

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Dr. J. K. Ghosh
Director

- c) Not to violate or contravene any of the provisions or rules applicable for construction of the building.

OWNER' INDEMNITY :

The Owners hereby undertakes that the Developer shall be entitled to the said constructions and shall enjoy the entire allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular as the terms and conditions herein contained and/or its part to be observe and performed.

DEVELOPERS INDEMNIFY :

1. The Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the K.M.C. on that behalf.

2. The Developer hereby undertakes to keep the owners indemnified against all action suits costs proceedings and claim that may arise out of the developer's allocation with regard to the

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Director

development of the said premises and/or in the matter of construction of the building and/or any defect therein.

MISCELLANEOUS:

1. 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 owner. The parties hereto can proceed with this agreement.
2. 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 herein 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 and his estate shall not be encumber 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.

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Jurajit Dasgupta
Director

contract shall remain suspended during the duration of such force majeure.

2. 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 :

1. The Developer shall develop and construct a multi storeyed building on the said land as per present rules in vogue.
2. The Owners will lend their name and signatures in all papers, plans, documents and deeds those may come on the way of the developer for successful implementation of the project.
3. The owners will forward to the developer the title deeds of the land on execution of the agreement for developer record and reference. The said original title deed/deeds shall ultimately be retained by the developer.

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FOR SUNRISE TOWERS (E) LLL
Jugjit Rana
Director

- b) The rest amount of Rs. 2,50,000/- (Rupees two lacs fifty thousand) only will be paid by the developer to the owners simultaneously with the execution and registration of all the deed of conveyance for selling out her undivided 1/4th share on land to the developer or his nominee/s intending purchaser/s.

SCHEDULE "C"

ANNEXTURE

SPECIFICATION

(AT BUILDER'S COST)

- | | |
|---------------|---|
| 1. Structure | : R.C. C.(1:2:4) frame structure with isolated column footing foundation or as per design requirement. |
| 2. Brick work | : Brick work with good quality bricks in cement mortar outer wall 5" or 8" and inside partition wall 3"/5" brick work in cement mortar. |
| 3. Flooring | : Drawing cum dining, kitchen, toilets and balcony all bed rooms in floor tiles or |

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Anannya Das

Director

marble and skirting 6" and bath dado 6" plain white glazed tiles.

4. Door

: 4" x 2-1/2" sal wooden door frame for bed rooms, drawing cum dining, 4" x 2" wooden door frame for verandah, bath room and kitchen, 1-1/2" thick commercial flush door for all inside door and PVC laminated doors in toilets 5"x2" - 1/2" sal wooden frame and panel door of garmari wood in main door shutter.

5. Windows

: Integrated steel windows with grill panes.

6. Doors and

windows fittings

: Iron steel bolts, for all doors and windows, hatch bolts(heavy) for main door ring and stopper for all doors and windows , door with a coat of primer.

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7. Wall finishing : Cement plastered wall with plaster of paris, finish inside plaster with cement mortar 1: 5 and outside plaster with cement mortar(1:4).
8. Outside paints. : Cement base paints for exterior walls.
9. Electrical : Concealed wiring with 2 lights point, one plug point for all rooms, 3 light, 2 fans, 3plug points each of 15 amps for drawing cum dining hall and three points for each of all entries.
10. Toilet : One coloured commode (Anglow Indian)/pan, one white wash basin, one HDPE cistern one CP Porcelain shower, one soap dish one towel rail.
11. Kitchen : One R.C. C. cooking platform with black stone top upto 14 sq.ft. with one steel sink, two C.P. taps, plain coloured glazed tiles on dado over platform(upto 36").

Nandita Ghosh
Ananya Das

3/3/2018
Jusuf Poinoy
Director

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

SIGNED SEASLED & DELIVERED

In presence of :-

1. *Bidhan Adhikary*
Theknapukur James Long Saccani
P.O. Joka Kol-104
2. *SUJOY GHOSH*
34/2, Santosh Roy Road
Barisha,
Kolkata - 700 008

Nandita Ghosh Anannya Das

Signature of the **OWNER**

For **SUPERMAN TOWERS (I) P.L.L.**
Surajit Biswas
Director

Signature of the **DEVELOPER**

Computer Typed by:

SHAHRIAR,
Judges Court, Kol-27.