

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

11AA 940391

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this the 12th day of DECEMBER Two thousand Seven **B E T W E E** **SRI SUJOY GHOSH** , son of late Satrujit Ghosh, of 34/2, Santosh Roy Road, P.S Thakurpukur, Kolkata- 700 008, hereinafter called the **OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include hisheirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

Sujoy Ghosh

For SUNNEMAN TOWERS (P) LTD

Sujoy P. Ghosh
Director

= 169715

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

Rs
Calcutta Collectorate,
11, Netaji Subhas Rd., Licensed Stamp
Calcutta - 1 Vendor.
Dated

12 DEC 2006



Received with thanks from Sri Sujayit Biswas
director of M/s Sunmoran Towers Pvt Ltd a
Sum of Rs 1,00,000/- (Rupees one lac only)
by A/c payee cheque no. 612500 dated 24/2/07
drawn on Bank of Maharashtra, Sakherbazar
Branch in terms of this agreement.

Sujay Ghosh.
24/2/07

THIS DEED OF AGREEMENT made this 24th day of
February 2007 between the undersigned
S. GHOSH, son of late Sankar Ghosh of 34, E. Sarat Chandra Road,
Kolkata - 700 002, hereinafter called the
OWNER (which term of expression shall unless excluded by or
equivalent to the context be deemed to mean and include his
heirs, assigns, legal representatives and assigns) of the one part
and

A N D

M/s. SUNIRMAN TOWERS PVT. LTD., having its office at A-17, Diamond Park, P.O. Joka , Kolkata- 700 0104, P.S. Thakurpukur, Distrtict 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 by a deed of gift dated 21st June, 1999, executed by Smt. Saibalani Das wife of late Krishnalal Das in favour of Sujoy Ghosh herein the owner has become the owner of ALL THAT 4 cottahs 5 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, the said deed of sale was registered in the office of D.S.R. II, and entered in Book no. 1, Volume no. 72, Pages 241 to 249, Being no. 3101. for the year 1999.

Sujoy Ghosh

Sujoy Biswas

AND WHEREAS after obtaining the right title and interest the owner has got his name mutated in the records of the K.M.C and the said property has been known and numbered as premises 49, Bose Para By Lane, P.s. Thakurpukur, Kolkata- 700 008, under ward no. 123.

AND WHEREAS it is to mention here that on 5. 11. 03 the owner entered into an agreement for joint development with M/s. Debabrata Enterprise, a Proprietary concern having its office at 123, Mahatma Gandhi Road, P.s. Thakurpukur, Kolkata 700 063, for the development of the aforesaid property under the terms and conditions.

AND WHEREAS some of the legal heirs of Saibalini Das filed a suit for declaration and injunction before the 5th Civil Judge (Jr. Davison) being T.S. no. 205 of 2003 against the owner for the property obtained by him by the said deed of gift. The said suit is now pending for disposal before the 5th Civil Judge Junior Division at Alipore being Title Suit no. 205 of 204 and pending for disposal if the injunction petition before the Hon'ble High Court vide C.O. no. 1060 of 2005.

AND WHEREAS a talk of compromise under process between all the legal heirs of said Saibalini Das.

Sujay Ghosh

For Assistant Registrar
Sujay Ghosh

assured by the owner to conclude the pending litigation shortly in his favour the developer proposed to develop the said property.

AND WHEREAS the owner proposed the developer to pay the previous agreement holder Mr. Debabrata Ghosh proprietor of M/s Debabrata Enterprise to pay a consolidated sum of Rs. 6,00,000/- (Rupees six lacs)only before the execution of this agreement and adjust the said amount from the agreed consideration money to be paid by this developer to the owner which the developer has accepted.

AND WHEREAS the owner further expressed the developer to sell a self contained flat to him measuring more or less 900 sq. ft. super built up area in the ground floor from the newly constructed building constructed on plot no. 116/117, Diamond Park, P.O. Joka, P.s. Thakurpukur, Kolkata- 700104, at an agreed consideration sum of Rs. 7,50,000/- (Rupees seven lacs fifty thousand)only which the developer has accepted and is agreed to sell the said flat to the owner hereby and shall handover vacant unencumbered possession of the said flat to him this day with the execution of this agreement and on mutual consent of the parties, the said sum of Rs. 7,50,000/- shall also be adjusted from the agreed consideration money to be received by the owner from the developer herein.

Sujay Ghosh

DEBABRATA ENTERPRISE

Sujay Ghosh

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

1. **OWNER:**

Shall mean *SRI SUJOY GHOSH*, son of late Satrujit 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 4 cottahs 5 sq. ft. 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

Sujoy Ghosh

Srujan Biswas

Dag no. 22, 4 cottahs 5 sq. ft. 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, of premises 49, Bose Para By Lane, 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.

Sujay Ghosh

Jugjit Raina

7. OWNER'S ALLOCATION

In lieu of owner's allocation in the proposed building the owner shall get a total sum of Rs. 26,00,000/- (Rupees twenty six lacs) only in the manner as follows :-

- a) The developer pay a sum of Rs. 1,00,000/- (Rupees one lac) only by cash on the day of execution of this agreement.
- b) The amount of Rs. 13,50,000/- (Rupees thirteen lacs fifty thousand) only out of which a sum of Rs. 6,00,000/- (Rupees six lacs) only which has been spent by the developer herein for and on behalf of the owner herein to Mr. Debabrata Ghosh proprietor of Debabrata Enterprise towards assessed costs for cancellation of the previous deed of agreement dated 5. 11. 2003 and a sum of

Sujay Ghosh

Debabrata Ghosh

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.

OWNER'S RIGHT AND REPRESENTATION

1. The owner is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property.
2. None other than the owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

Sujay Ghosh.

Jurestipostura

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

1. The owner 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 Owith 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 owner 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 the entire allocation of the developer in the new building in the manner herein after stated.

Sujay Ghosh

Surajit Biswas

CONSIDERATION.

In lieu of owner's allocation in the proposed building the owner shall get a total sum of Rs. 26,00,000/- (Rupees twenty six lacs) only in the manner as follows :-

a. In consideration of the owner having agreed to permit the developer to a) The developer pay a sum of Rs. 1,00,000/- (Rupees one lac)only by cash on the day of execution of this agreement.

b) The amount of Rs. 13,50,000/- (Rupees thirteen lacs fifty thousand) only out of which a sum of Rs. 6,00,000/- (Rupees six lacs) only which has been spent by the developer herein for and on behalf of the owner herein to Mr. Debabrata Ghosh proprietor of Debabrata Enterprise towards assessed costs for cancellation of the previous deed of agreement dated 5. 11. 2003 and a sum of Rs. 7,50,000/- (Rupees seven lacs fifty thousand)only which has been paid to the owner, as received by the developer from selling out the ground floor self contained flat measuring 900 sq. ft. super built up area on plot no. 116/117, Diamond Park, P.O. Joka, P.s. Thakurpukur, Kolkata- 700 104.

c) The balance will be paid at the time of execution and registration of all the deed/conveyance in favour of the developer nominated

Sujay Ghosh.

Sujay Ghosh

persons in respect of selling out entire landed area of the said property.

POSSESSION

1. The owner shall hand over vacant unencumbered possession of the said property to the developer within 7 days from the date of withdrawal of the 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 owner' allocation complete as per specification given details in schedule "C" below.
3. The Developer shall be exclusively entitled to the entire new building with exclusive right to transfer or otherwise deal with or dispose of the same according to this sweet will on payment of the entire agreed consideration money .The owner 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.

Sujay Ghosh

Director

5. In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner 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 owner nor there be any clause inconsistent with or against the terms mentioned in this agreement.
6. That the owner 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.
7. The owner shall not do any act, deed or thing whereby the developer shall be prevented from constructioned completion of the said building.

COMMON FACILITIES

- i). The owner 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.

Sujay Shukh

Durgafishwar

3. The owner shall execute and register a General power of attorney in favour of Sri Suvajit Biswas the proprietor of M/s. Sunirman Towers Pvt.Pvt., 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.
4. The owner 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 OWNER :-

Sujay Ghosh

Suvajit Biswas

- a) The developer shall complete the construction of the new building within 36 months from the date of sanction of the building plan and shall pay the agreed consideration money to the owner 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) Not to violate or contravene any of the provisions or rules applicable for construction of the building.

OWNER' INDEMNITY :

The Owner 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.

Sujay Ghosh

10, SARINJAH TOWERS (F) LTD.

Sujay Ghosh

DEVELOPERS INDEMNIFY :

1. The Developer hereby undertakes to keep the owner 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 owner indemnified against all action suits costs proceedings and claim 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 :

1. The Owner 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 owner of the said property or any part thereof to the developer or as creating any

Sujay Ghosh

Sujay Ghosh
 20/07/2023

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 owner 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 owner indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

3. Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served upon the owner if sent to them under registered post with acknowledgement due at the address given in this agreement.
4. That the Owner 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 of execution of this agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of by the developer at his own costs.

Sujay Ghosh.

THE SUPREMACY TOWERS (P) LTD.

Sujay P. Ghosh
Director

5. The original agreement and a original deeds and other relevant deeds and documents 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 :

1. 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 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.

Sujay Ghosh

Amal K. Biswas

a) The developer pay a sum of Rs. 1,00,000/- (Rupees one lac)only by cash on the day of execution of this agreement.

b) The amount of Rs. 13,50,000/- (Rupees thirteen lacs fifty thousand) only out of which a sum of Rs. 6,00,000/- (Rupees six lacs) only which has been spent by the developer herein for and on behalf of the owner herein to Mr. Debabrata Ghosh proprietor of Debabrata Enterprise towards assessed costs for cancellation of the previous deed of agreement dated 5. 11. 2003 and a sum of Rs. 7,50,000/- (Rupees seven lacs fifty thousand)only which has been paid to the owner, as received by the developer from selling out the ground floor self contained flat measuring 900 sq. ft. super built up area on plot no. 116/117, Diamond Park, P.O. Joka, P.s. Thakurpukur, Kolkata- 700 104.

c) The balance will be paid at the time of execution and registration of all the deed/conveyance in favour of the developer nominated persons in respect of selling out entire landed area of the said property.

Sujay Ghosh

For SUPERBUILT TOWER

Chandrabhawan
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.

2.

Snijoy Ghosh.

Signature of the **OWNER**

For SUNBIRMAH TOWERS (P) LTD.

Jayashree Periswari
Director

Signature of the **DEVELOPER**

Computer Typed by:

SHAHRIAR,

Judges Court, Kol-27.