## SHYAMAL KR. MITRA M. Com LLB.

ADVOCATE & NOTARY (Regn. No. 7/94)

Howrah, West Bengal, India

Ref. No.

Phone: 665-2277

Place: 15, Sitanath Bose Lane,

Salkia, Howrah-711 106

& Howrah Court

Date\_

3 0 MAY 2008

## NOTARIAL CERTIFICATE

(PURSUNT TO SEC. 8 OF THE NOTARIES ACT, 1952)
(ACT. 53 OF 1952)

TO ALL TO WHOM THESE PRESENTS shall come I. S. K. Mitra duly appointed by the Governor of W. Bengel to practice as a NOTARY PUBLIC do hereby verify, authenticate certify, attest as under the execution of the instrument annexed here unto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to matters contained therein, presented before me by the executant(s) his/her Ld. Lawyer and/or there represented(s) Sri/Synt Trillak Challofallyan and others. Accordingly, this is to certify authenticate and attest that the annexed instrument "A" is the Affidavit/Partnership Deed/Power of Attorney/Agreement/Will/Declaration/Bond executed on 28:3:08 by Sti/Smt Nikar Kang Deb Bun mam & others. Prima facie the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs or occasions shall or may INFAITH AND TESTIMONY WHEREOF being

INFAITH AND TESTIMONY WHEREOF being required for NOTARY I the said Notary do hereby subscribe my hand and affix my Seal of office at HOWRAH on this 304.

Signature(s) L.T.I.

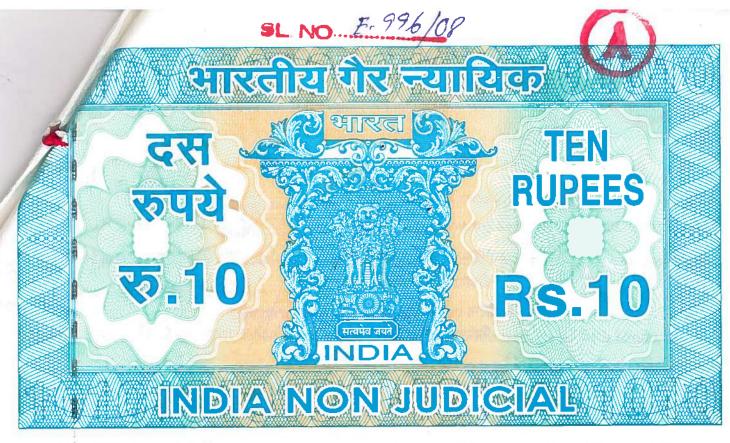
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NOTARIAL STAMP Affixed/Not affixed



পশ্বিমবংগ पश्चिम बंगाल WEST BENGAL

19AA 341661

DEFORE THE NOTARY PUBLIC

#### **AGREEMENT** FOR DEVELOPMENT

THIS AGREEMENT made on this the 28 4. day of March, TWO THOUSAND EIGHT.

#### BOTWEEN

NIHARKANA DEB BURMAN daughter of Late Nagendra Nandini Devi by faith Hindu, occupation retired from teaching, residing at 49, Lakshmi Narayantala Road, P.S. Shibpur, District Howrah.

MRS. SUDIPTA GHOSH wife of Sri Abhijit Ghosh by faith Hindu, by occupation household duties, residing at 26/1, Baje Shibpur Road, P.S. Shibpur, District Howrah.

MRS. SUBHASREE NEOGI wife of Sri Subrata Neogi, by faith Hindu, by occupation household duties, residing at 40, Kalabagan Lane, P.S. Shibpur, District Howrah.

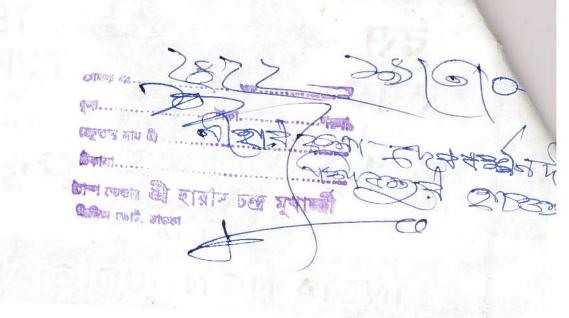
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- MRS. SABITA DEB BURMAN widow of Late Amiya Kanti Deb Burman, by faith Hindu, by occupation household duties, residing at "Lokenath Apartment", 70, Vidyasagar 4) Sarani, Kolkata 700 008.
- SRI ATANU DEB BURMAN son of Late Amiya Kanti Deb Burman by faith Hindu, by occupation Service, residing at "Lokenath Apartment", 70, Vidyasagar Sarani, Kolkata 5) 700 008.
- MRS. SRILA GHOSH wife of Sri Buddhadeb Ghosh by faith Hindu, by occupation 6) housewife, residing at 34, Uttam Ghosh Lane, Salkia, Howrah 700 006.
- MRS. DIPTI DEB BURMAN widow of Late Barid Kanti Deb Burman by faith Hindu, by occupation household duties, residing at 78/5, Becharam Chatterjee Road, Behala, 7) Kolkata 700 034.
- SRI SUBHENDU DEB BURMAN son of Late Barid Kanti Deb Burman by faith Hindu, by profesion Musician, residing at Bakerbandh, P.O. & District Dhanbad, Jharkhand. 8)
- SRI BIDYENDU DEB BURMAN son of Late Barid Kanti Deb Burman by faith Hindu, by occupation Service, residing at 78/5, Becharam Chatterjee Road, Behala, Kolkata 9) 700 034.
- MRS. PRITIKANA SINHA wife of Sri Meghnad Sinha, by faith Hindu, by occupation louse wife, residing at 121/1/1, Diamond Harbour Road, Sakher Bazar, Kolkata 700

MRS. SMRITI KANA SINHA ROY wife of Sri Aniruddha Sinha Roy by faith Hindu, by occupation House wife, residing at 575, Ramkrishna Puram (R.K.Puram), Sector-3, New Delhi hereinafter to be called jointly as the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, nominees and/or assignees) of

the FIRST PART.

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#### AND

M/S. TECHNICIANS' GUILD PVT. LTD., a Company incorporated under the Companies Act, 1956, having its registered office at 46, College Road, P.S. Shibpur, District Howrah represented herein by its Director SRI TAPAN KUMAR BANERJEE son of Late Guru Sharan Banerjee, by faith Hindu, by occupation Business, residing at 46, College Road, P.S. Shibpur, District Howrah hereinafter to be called as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-office, legal representatives and/or assignees) of the SECOND PART.

That one Parry Mohan Deb Burman son of Late Radha Mohan Deb Burman acquired a Mokarari Mourashi Bastu Plot of Land measuring 19 Cottah 15 Chittack 03 Squarefeet more or less (as per Municipal Record 19 Cottahs 8 Chittacks) at Majarhati Village within Police Station Shibpur and District Howrah by way of purchase vide Registered Deed of Sale the Deed No. being 2548 for the year 1919 and 2243 for the year 1922 and both the deeds were duly registered in the Office of the Second Joint Sub-Registrar, Howrah and presently the said Plot of Bastu Land is known and numbered as 49, Lakshmi Narayan Tala Road within Municipal Corporation Ward No. 39 morefully explained in SCHEDULE - 'A' below.

That said Parry Mohan Deb Burman acquired right title, interest on the said plot of Bastu Land and had been in possession therein throughout his life time. Parry Mohan Deb Burman died leaving behind his widow Smt. Nagendra Nandini Debi and three sons namely Sri Pijush Kanti Deb Burman, Sri Amiya Kanti Deb Burman and Sri Barid Kanti Deb Burman and only daughter Nihar Kana Deb Burman as the legal Successors.

hat after death of said Parry Mohan Deb Burman his widow Smt. Nagendra Nandini Debi together with her three sons and one daughter became the joint owner of the said plot of land by way of inheritance but during the process of Mutation Howrah Municipality reserved the name of Nagendra Nandini Debi as the owner and occupier of the said plot of land which was then numbered as 26, College Ghat Road. But later the said plot of land has been numbered as 49, Lakshmi Narayan Tala Road by Howrah Municipal Corporation.

That above said Nagendra Nandini Debi constructed residential building upon the said land and had been peacefully and uninteruptedly residing therein with her family members for

several years. Niharkana DeliBarman Sudipta Ghosh. d. 7.9. 87 Babita 206 Burman. Subhassee Neogs.

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That Nagendra Nandini Debi died leaving behind her surviving Pijush Kanti Deb Burman, Amiya Kanti Deb Burman, Barid Kanti Deb Burman - the three sons and Niharkana Deb Burman the only daughter. The sons and the daughter of Late Nagendra Nandini Debi and Late Parry Mohan Deb Burman jointly inherited the landed property of their deceased mother and father in equal share and had been enjoying the same jointly.

That Pijush Kanti Deb Burman, Amiya Kanti Deb Burman, Barid Kanti Deb Burman mutated their name in the record of the District Land & Land Revenue Office Howrah as the owner and occupier of the said property whereas the name of Nihar Kana Deb Burman was not recorded therein.

That Sri Pijush Kanti Deb Burman died leaving behind him surviving his only daughter Sudeshna Khan. Sudeshna Khan then inherited the 1/4 th. undivided share of her deceased father in the joint property.

That Sri Amiya Kanti Deb Burman died on 11.02.1997 leaving behind his widow Sabita Deb Burman, one son Atanu Deb Burman and one daughter Sreela Ghosh to inherit his undivided 1/4 th. share in the joint property in equal proportion. Hence each individual successor of Amiya Kanti Deb Burman inherited 1/12 th. share in the joint property.

That Sri Barid Kanti Deb Burman died on 11.11.1982 leaving behind him widow Dipti Deb Burman, two sons Subhendu and Bidyendu Deb Burman, two daughters Pritikana Sinha and Smritikana Sinha Roy to inherit his undivided 1/4 th. share in the joint property in equal proportion. Thus the successors of Barid Kanti Deb Burman acquired 1/20 th. undivided share each in the joint property.

That Smt. Sudeshna Khan died on 2.06.2002 leaving her surviving two married dauthters - Sudipta Ghosh and Subhasree Neogi who inherited their mother's 1/4 th. undivided share FOR TECHNICIANS' GUILD PVT. in the joint property in equal proportion.

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Thus, the parties of the FIRST PART herein became the joint owner of the property by virtue of inheritance from their pre-deceassors and each of their share holding in the said landed property are noted below :-

Nihar Kana Deb Burman 1/4 th. share

2. Sudipta Ghosh 1/8 th. share

3. Subhasree Neogi 1/8 th. share

4. Sabita Deb Burman 1/12 th. share

5. Atanu Deb Burman 1/12 th. share

6. Srila Ghosh 1/12 th. share

7. Dipti Deb Burman 1/20 th. share

8. Subhendu Deb Burman 1/20 th. share

9. Bidyendu Deb Burman 1/20 th. share

10. Pritikana Sinha 1/20 th. share

11. Smritikana Sinha Roy 1/20 th. share.

That relying upon the above noted represtations of the owner and believing the same to be true and acting on good faith and on the owners agreeing to get the said land and premises developed through the Developer herein, the DEVELOPER has agreed to enter into this Argeement on the terms and conditions as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by and between he parties hereto as follows :-

#### ARTICLE - I : DEFINITION

PRIMISES: Premises shall mean the free hold 'Bastu' land situated at Howrah Municipal Corporation Holding No. 49, Lakshmi Narayantala Road (previously known as 26, College Ghat Road) within Howrah Municipal Corporation Ward No. 39, within Police Station Shibpur and within the District of Howrah, Mouza Shibpur, Settlement Khatian No. 75 Dag No. 69 & 70 measuring 19 Cottahs 15 Chittacks 3 Sq.ft. (as per Municipal record 19 Cottahs 8 Chittacks) together with an old two storeyed building and several other temporary structures

standing thereupon. Niharkana Delbarupu

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OWNER: OWNER shall mean jointly 1. Nihar Kana Deb Burman, 2. Sudipta Ghosh, 3. Subhasree Neogi, 4. Sabita Deb Burman, 5. Atanu Deb Burman, 6. Srila Ghosh, 7. Dipti Deb Burman, 8. Subhendu Deb Burman, 9. Bidyendu Deb Burman, 10. Pritikana Sinha, 11. Smritikana Sinha Roy and their respective representatives, heirs, legal representatives, executors, administrators and assigns.

**DEVELOPER**: DEVELOPER shall mean the said TECHNICIANS' GUILD PVT. LTD., and its successor or successors in office, assigns, nominee or nominees.

**BUILDING**: BUILDING shall mean the buildings to consist therein Several Nos. of Flats/ Apartments, spaces for Car parking and for any other purpose.

FLAT/APARTMENT: FLAT/APARTMENT shall mean demarcated and self contained portions of the buildings at all floors having a direct exit to a common area or landing and staircase leading to a street which includes proportionate undivided share and interest in the common areas & common parts.

**BUILT UP AREA**: BUILT UP AREA of a Flat/Apartment shall mean and include area measuring at floor level in any flat taking the external dimensions (save walls separating one unit from other of which 50% thickness is to be taken into consideration).

SUPER BUILT UP AREA: Super Built up Area of a Flat/Apartment shall mean and include the built up area of any flat and the proportionate share of common areas and common parts in and round the building.

COMPTON AREAS & COMMON PARTS IN & AROUND THE BUILDING: Common eas & Common Parts have been divided into two categories:

and Common Parts appurtenant to the unit in every floor and such other constructed covered areas provided within the building – which shall mean and include the lobby, staircase, landing in every floor, Lift, Staircase Head Room, Community space if any and

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ii) COMMON AREAS & COMMON PARTS AROUND THE BUILDING: Common Areas & Common Parts around or outside the covered area of the Building – which shall mean and include open spaces on all sides of the building, Roadways, Pathways, Passageways, Boundary walls, Gates, Underground & Overhead Water Storage tanks, Septic Tanks, Pump sets, Underground drainage, Pipe lines on the exterior faces of the building, electrical installations, wiring etc.

<u>GARAGE/PARKING SPACE</u>: Garage/Parking spaces shall mean the open or covered area/ space at Ground Floor suitable for parking of Cars & Two wheelers.

**CONSULTANT**: Consultant shall mean and include any person or organisation whom the Developer may apoint for providing engineering and technical services for sanction and execution of the proposed development.

<u>UNDIVIDED PROPORTIONATE SHARE</u>: Undivided Proportionate Share shall mean the share of each Flat/Apartment in the total area of the said land, common areas & common parts in and around the building which shall always remain undivided, impartable and cannot be demarcated.

SALEABLE ALLOCABLE SPACE: Saleable Allocable Space shall mean Flat/Flats for control of the building available for sale by the Developer excluding the portion of the building to be occupied or possessed by the Developer excluding the portion of the building to be occupied or possessed by the

\*\*NERS' ALLOCATION : Owners' Allocation shall mean the total floor area to be alloted to the Owners'.

(i) for their exclusive use and enjoyment and

(ii) also for providing accommodation to the Tenants who are in possession within the existing structures.

The total floor area allocations as a whole shall be 32% of the floor area to be developed within the proposed development.

The allocation of floor area would be made proportionately in every floor. Contd. P. 8

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**DEVELOPER'S ALLOCATION**: Developer's Allocation shall mean the floor area equivalent to 68% of the total floor area to be developed within the proposed project as per Sanctioned Building Plan of the Howrah Municipal Corporation.

ALLOCATION AGREEMENT: A separate Agreement may be executed between the Owner and Developer before submission of the Building Plan to Howrah Municipal Corporation to earmark the location of the flats and other spaces to be offered to the Owners.

PLANS: The PLANS shall mean and include the floor plan, sections, elevations, structural details and design of the building & underground & overhead water storage tank, septic tank, drainage etc., prepared by the consultant and approved by the Howrah Municipal Corporation or any amendment thereof if necessary to be made by the consultant at his discretion.

TRANSFER: Transfer of Flat/Apartment shall mean and include transfer by possession and/ or transfer of the proportionate undivided share of the Purchaser in the land and constructed built up area of the Flat together with the easement rights on the common areas and common parts through registration of Sale Deed in favour of the purchaser of Flat. The Registration of Sale Deed for transfer of the undivided proportionate share of land and built up area of the Flat with all other common rights and easement on the common areas and common parts shall be signed and executed by SRI TAPAN KUMAR BANERJEE on behalf of the OWNERS & DEVILOPER both.

AGREEMENT FOR SALE: Agreement for Sale mean the document signed and executed by the OWNERS or his/her/their Attorney, DEVELOPER & PURCHASER to incorporate in writing the terms and conditions of sale already agreed upon by all the parties in respect of sale of a Flat.

SALE DEED: Sale Deed/Deed of Sale/Deed of Conveyance shall mean the registered document by which the transfer of ownership and title in the proportionate share of the land and the Flat in favour of the PURCHASER is recorded by registration in the office of the appropriate authority. Niharkava Delisarman Sunda Deroliman

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GENERAL POWER OF ATTORNEY: General Power of Attorney shall mean the document executed by the OWNERS in favour of Sri Tapan Kumar Banerjee, a Director of the Developer Company authorising him to carry out all activities in connection with the development work and to sign and execute for registration all documents on behalf of the OWNERS.

TENANTS: Tenants shall mean the persons and/or occupants other than the Owners of the premises now in occupation thereof particulars whereof have been mentioned in SCHEDULE hereunder written.

SERVICE CHARGES: Service Charges shall mean and include the total expenses to be incurred for service and maintenance of the common areas and common parts of the building and for making provisions in respect of future services or maintenance. Each Flat/Apartment holder shall have to pay his/her/its proportionate share of the total Service Charges regularly every month.

**COMMON PURPOSES**: Common Purposes shall mean and include the purpose of assintaining external services for the units and the building and the Common Areas & Common Parts and for meeting the common expenses relating to mutual rights and obligations of the Purchasers of the Flats/Owners/Occupiers and common use and enjoyment thereof.

COMMON SURPLUS: Common Surplus shall mean the amount that will remain as surplus after making payment of all the Common expenses and liabilities from the fund to the collected from all the Flat Owners as Service Charges.

**HOLDING ORGANISATION**: Holding Organisation shall mean and include Association, Syndicate, Society or Limited Company that may be formed or nominated by the DEVELOPER for maintenance and management of the Common Services.

Words importing singular shall include plural and vice versa.

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## ARTICLE - II : COMMENCEMENT

This Agreement shall be deemed to have commenced on and with effect from the date of its execution of these presents.

## ARTICLE - III: OWNERS' RIGHTS & REPRESENTATION

The owners are jointly and absolutely seized and possessed of and/or well and sufficiently entitled to the said properties.

The said properties are free from all encumbrances but subject to tenancies and the owners have marketable title in respect of the said properties.

The said properties are free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions whatsoever or howsoever.

## ARTICLE - IV : DELEGATION OF RIGHTS & AUTHORITIES BY THE OWNERS

The parties of the FIRST PART above named represented to be the absolute Joint OWNERS of ALL THAT the said property as fully and completely explained in the Schedule hereunder written do hereby appoint the party of the SECOND PART as DEVELOPER to construct building/buildings upon land of the said property as per scheme and plans to be prepared by the DEVELOPER and approved by the HMC.

The OWNER do hereby authorise the DEVELOPER to;

- a) Submit application duly signed by the OWNERS to the Office of the Howrah Municipal Consecution for mutation of their names and get the same done as early as possible. Requisite fees for effecting such process of mutation of name shall be payable by the OWNERS & DEVELOPER as per their respective share of allocation.
- b) Prepare and Draft the Architectual and Structural Drawings and Designs of the proposed building after conducting Soil Testing.
- c) Submit application duly signed by the OWNERS to the office of the competent authority under urban land ceiling act and obtain "No Objection Certificate" of the authority in respect of the proposed developement at the cost and expenses to be borne by the Developer.

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- d) Submit the Building Plan duly signed by the OWNERS in the Office of the Howrah Municipal Corporation Authority complying with all statutory norms and on payment of submission fees by the DEVELOPER. The OWNERS shall have the responsibility to pay all the amount of arrear Municipal Taxes & obtain upto date Tax Clearance Certificate before submission of the Building Plan for sanction.
- e) Appear before the Howrah Municipal Corporation Authority for interaction or negotiation in the matter of Building Plan Sanction and obtain the Plan approved by the Howrah Municipal Corporation on making payment of Sanction Fees by the DEVELOPER.
- f) Appoint, nominate, engage Architect, Engineer, Advocate, Labourers etc., to manage and supervise the work of development and to make payment of their salary, remuneration, fees, labour charges whatever required.
- g) Submit application to the office of the Authorised Officer appointed under the West Bengal Building (Regulation of Promotion of Construction and transfer by Promoters) Act 1993 (Amendment 2002) and obtain permission for construction work on making payment of fees.
- h) Raise construction of the proposed building on the land of the OWNERS as per the building plan to be sanctioned by the Howrah Municipal Corporation and complete the entire construction work of the building as per standard specification as detailed in Schedule hereund

i) Procure and select buyers of the Flats and or other spaces in the proposed building, terms and conditions of sale with the intending buyers, enter into Agreement for Sale with such Buyers, accept advances or payments from the buyers against value of the flat and/or other spaces, to spend all such amount of the sale value as per the sole discretion of the DEVELOPER, deliver up possession of the flat to the respective buyers upon completion of the construction work and to execute the Deed of Sale for transfer of the undivided proportionate share of the land and flat or other spaces in favour of the Buyers. The DEVELOPER is authorised only to sale such flats and/or other spaces in the proposed Contd. P. 12 building as would be allocated in their share. FOR TECHNICIANS' GUILD PY

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- j) Submit application in the office of the Howrah Municipal Corporation to obtain completion certificate of the building.
- k) Arrange and hold meeting and discussion with the Purchaser of Flats and/or other spaces in the proposed building to form the Holding Organisation for management and control of the maintenance of Common Services and Common Facilities and to decide the norms & procedures for the running and operation of the Holding Organisation and to fix up the rate of monthly Service Charges payable by the Purchasers of the Flats and/or other spaces.
- 1) Provide common services and facilities to the Purchasers of Flats and/or other spaces after completion of construction work of the proposed building and to collect necessary service charges from the said Purchasers as per discretion of the DEVELOPER.
- m) File application in the office of the CESC Ltd., and the Howrah Municipal Corporation and install Electricity Service and Water Supply connections in the premises of the said Holding on making payment of all cost and expenses to CESC Ltd., & The Howrah Municipal Corporation and to carry out any other activity that might become necessary to be carried out by the DEVELOPER in the course of completion of the development work and sale of the same.

The OWNERS shall also execute a Registered General Power of Attorney in the name of Sri Tapan Kumar Banerjee empowering him to do, carryout and perform all activities required to be done by him in connection with the development work including sale of land and construction on behalf of the OWNERS as their lawful attorney.

## ARTICLE - V ; DEVELOPER'S OBLIGATION & DUTIES

DEVELOPER in terms of the rights and authority conferred by the OWNERS ensure construction work of the proposed building comprising several Flats/Apartments with the common areas and common parts in accordance with the sanctioned building plan and as per instruction of the consultant.

2. The DEVELOPER shall carry out the construction work of the proposed building and that of the flats in it using good quality building materials and in the most efficient and workmanlike

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- 3. The DEVELOPER shall commence construction work of the proposed building within fifteen days time from the date of receipt of the permission for construction from the Authorised Officer, West Bengal Building (Regulation of Promotion of Construction and transfer by Promoters) Act 1993 (Amendment 2002) and shall complete the same within a period of thirty six months time.
- 4. The DEVELOPER shall complete the internal finishing work of the flats hereby allocated to the OWNERS strictly as per specification laid down in Schedule written hereunder and shall not deviate without having written consent of the OWNERS.
- 5. The DEVELOPER within one month from the day of completion of the construction work of the entire building, shall handover possession of the units and the Parking Spaces hereby allocated to the OWNERS and the OWNERS shall take charge of the same and shall maintain the same properly.
- 6. The DEVELOPER shall always remain responsible and answerable to the OWNERS and/ or to any Purchasers or to any statutory authority for any technical defects and/ or damages in respect of construction of the flats and shall be bound in such cases to make good or repair the defects that may appear either during the period of construction work or thereafter during a period of one year after completion of construction work. The DEVELOPER be responsible for any deviation and/or modification in the sanctioned building plan.
- 7. The DEVELOPER shall bear and pay all the costs and expenditure for the proposed construction work including the Building Sanction Fees to the Howrah Municipal Corporation and remuneration and fees for the Architect, Engineers, Licensed Plumbers or any other Service Organisation.
- 8. The DEVELOPER shall allow the OWNERS and the other Purchaser to inspect the construction work as and when it would become necessary for them.

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## ARTICLE - VI : OWNER'S RIGHTS, RESPONSIBILITIES & OBLIGATION

1. The OWNERS are the legal OWNER of the said property situated at 49, Lakshmi Narayantala Road, P.S. Shibpur, District Howrah, on which the DEVELOPER shall erect the proposed building. The OWNERS shall retain such absolute ownership in the property till completion of construction work of the proposed building and transfer of proportionate undivided share in the land with the constructed units in Developer's Allocation in favour of the intending purchaser of the units.

The OWNERS shall hold proportionate undivided share and interest in the land in respect of the Built up area to be comprised within the flats in their allocation like the Purchasers of the other flats.

- 2. On completion of the construction work of the proposed building and possession of the flats and other spaces in Developer's Allocation on being made over to the respective Purchasers, the Owners shall co-operate fully in the matter of execution and registration of Sale Deeds in respect of the undivided interest in the said land in favour of the Purchasers whenever required.
- 3. The OWNERS shall have the obligation to ensure that all the Unit holders who acquire the units and/or other spaces out of the OWNERS' Allocation should abide by the Rules, Regulations, Bye laws to be formed by the DEVELOPER or by the Holding Organisation to formed with the Unit Holders who acquired the Units out of the Developer's Allocation.
- 4. Wherever the OWNERS acquire any unit and/or space out of their allocation in the said proposed building they shall duly join the Holding Organisation to be formed with the Purchasers of all other Units and/or other spaces as Member and shall abide by all Rules, Regulations, Bye laws of the said proposed organisation and shall regularly pay the service charges, Municipal taxes etc., as required.
- 5. The OWNERS shall also co-operate with all the Purchasers of the Units and the DEVELOPER in the matter of effecting Mutation of names of the PURCHASERS in respect of their Flats and/or other spaces in the concerned office of the Howrah Municipal Corporation by signing all required papers, Forms and Documents.

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- 6. The OWNERS shall co-operate the DEVELOPER in all related activities of the development work except making any financial contribution to the DEVELOPER on a/c of construction expenditure.
- 7. The OWNERS shall handover all the Original Documents related to the title of their said property, Mutation and Amalgamation certificates, Municipal Tax Clearance Certificate, Settlement Record of Rights etc., to the DEVELOPER having proper receipts from the DEVELOPER.
- 8. The OWNERS shall have the rights to let out, lease out and dispose off all or portion of the constructed areas herein allocated to them on receipt of suitable consideration amount from any intending PURCHASER. The Owners shall also be eligible to obtain loan by mortgaging their share of allocation from any financial Institution.
- 9. The OWNERS shall use the flats of their allocation strictly for residential purpose and shall not use the same or allow its occupiers to use the same for commercial or any other purposes which may cause nuisance or annoyance or inconvinience to the PURCHASERS of the other Flats.
- 10. The OWNERS shall not interfere in any technical matter of the construction work to be done by the DEVELOPER.

Le case during the course of construction the OWNERS desire any changes in specification of internal finishing work for the flats of their allocation as explained in Schedule hereunder determine OWNERS shall communicate the same to the DEVELOPER before hand in writing and shall pay to the DEVELOPER the additional expenditure as per estimation and essment of the DEVELOPER.

12. In case the OWNERS desire to dispose off, let out or lease out their allocated flats then and in that event they shall disclose the same to the DEVELOPER in writing and shall allow the DEVELOPER first to purchase, take on rental or lease basis the flats at market rate from the OWNERS provided the DEVELOPER fulfils the terms and conditions of the OWNERS.

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13. The DEVELOPER shall demolish the entire old structure for the two storied building standing at present within the Holding No. 49, Lakshmi Narayantala Road, at its costs and expenses and shall remove from the said Holding entire materials and debris after demolition at their costs and expenses. The other structures now occupied by Tenants shall be demolished and the materials/debris shall be removed by the Developer at their cost and expenses.

## ARTICLE - VII : TERMS AND CONDITIONS OF THE DEVELOPMENT JOINTLY ACCEPTED BY THE OWNERS AND THE DEVELOPER

1. It is hereby agreed and accepted by both the parties that the DEVELOPER shall construct building to consist therein several flats and parking spaces and shall offer the OWNERS Flats and Car Parking Spaces altogether covering 32% of the total floor area and shall retain remaining 68% of the total floor area for sale to the intending Purchasers and realise the sale value of the total 68% floor area. The floor area statement, allocation of floor area for OWNERS altogether and the DEVELOPER shall be incorporated in the allocation agreement which will be made after preparation of the building plan for sanction.

2. The total floor area allocated for the Owners shall then be subdivided in the name of each individual Owner as per their respective share in the property. The co-owners shall then put their options whether to retain the allocated floor area in his/her possession or to dispose of the floor area through the Developer at the average market sale price of the project. Each individual Owner shall have the liberty and choice to enter into an agreement with the Respleyeloper to acquire space/floor area out of the Owners' allocation in the proposed project or to energh his/her share of floor area by way of sale through the Developer.

so happens that any individual Owner intends to acquire the floor area of his/her share in any particular flat and if the area of the prticular flat exceeds the area of his/her share of allocation then the Owner shall become eligible to acquire the flat by making payment of value of the additional area to the Developer at the price to be fixed by the Developer.

3. It is agreed by the OWNERS that they shall bear the proportionate cost for installation of transformer and electricity consumption meter to CESC Ltd. through the Developer.

4. The OWNERS shall have the rights to use and enjoy all the common areas as specified in ARTICLE - VII in common with the Purchasers and/or occupiers of the other flats.

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- 5. The DEVELOPER has undertaken responsibility to complete the construction work of the proposed building within thirty six months time from the date of commencement of the construction work. In case the said construction work is affected due to any unforeseen circumstances and the completion is delayed for any reason not intenionally created by the DEVELOPER then the OWNERS shall not charge any compensation over the DEVELOPER for such delay. In case of any delay caused from either side will be settled mutually.
- 6. In case of any dispute, misunderstanding or disagreement or differences of opinion between the parties hereto whether during the period of construction or thereafter regarding any matter whatsoever touching this Agreement, the matter will be decided by the parties mutually as far as possible.
- 7. It is agreed by the OWNERS that they will provide spaces to the existing Tenants within their allocated spaces at Ground Floor of the proposed building in consultation with the Developer.

## ARTICLE - VIII: COMMON AREA DETAIL & RIGHT OF USE

1. Common Areas and Common Parts appurtenant to the Flats/Apartments are specified below :-

Entrance Lobby at Ground Floor, Staircase in every floor and Landing, Lift well and Landing at every floor, Staircase Head Room, Lift M/c. Room, Roof/Terrace, Rising Main Electrical three from CESC installation to the D.B. inside the Unit, Electrical wiring and installation for the lift operation, Electrical Control Main Switch & Meter, Main Lines for Telephone & Antehna, Electrical Wiring, Switch Board Etc. for lighting in staircase, landing, lobby, roof H Water Storage Tank, Parapet Walls etc.

2. Common Areas and Common Parts outside the Building are specified below:

Open passage from Municipal Roadways to Staircase entry.

Open area provided at Front, sides and rear of the Building.

Boundary Wall and Gate for Entry & Exit to and from the premises.

Electrical wiring for open area lighting & Pump Operation.

Semi underground water storage tank and pump room/septic tank, pits.

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Underground Sewage, Storm water and waste water drainage.

Water distribution network including Pump Set & Motor.

Sewage, Sludge and Storm Water outlet pipes on the exterior faces of the building.

- 3. The OWNERS shall have the rights to use and enjoy all the common areas & common parts as specified in Para (1) & (2) above in common with the Purchasers and/or occupiers of the other flats. The common areas to be provided in the building shall forever remain undivided and impartable and neither the OWNERS nor any other Purchasers and/or Occupiers can demarcate or sub divide the same for any reason whatsoever.
- 4. The OWNERS shall not encroach upon the common area for storing or keeping any goods or articles of their own and shall not use the same in any manner whatsoever which may create obstruction or inconvience to the other users.

## **ARTICLE - IX : POSSESSION**

- 1. DEVELOPER shall take over possession of the said properties only for the purpose of development of residential building with the execution of these presents.
- 2. The DEVELOPER shall complete the construction work within the specified period of time as herein before mentioned and handover the allocated area to the Owners or their nominated persons.

## ARTICLE - X : OWNERS' OBLIGATION & COVENANTS

NERS hereby covenants with the DEVELOPER as follows -

- Notes cause any interference or obstruction or impediment in the construction work of said building by the DEVELOPER.
- 2. Not to claim any right whatsoever or howsoever in respect of other portions of the said premises or the building to be constructed thereon EXCEPTING the said Units allocated to them.
- 3. Not to claim any exclusive right over the said premises or other parts of the building or the terrace, roof, parapet, walls, open spaces and other covered spaces not granted to the OWNERS or the external periphery of the said building.

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Sudipta Crhosh.
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Prietikana Sinha. 30 MAY 2008

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- 4. Not to do any act, deed or thing whereby the DEVELOPER is prevented from selling assignment or disposing of any other portions in the said building or at the said premises.
- 5. Not to store or keep stored or allowed to be stored any articles, things, materials and goods in the landing, lobbies and other common parts of the building.
- 6. Not to cause or make obstruction or interference with the free ingress to and egress from the said building or the said premises.
- 7. The OWNERS or their Nomines shall from the date of receipt by them of the notice of the DEVELOPER to take possession of the proposed unit regularly and every month pay in advance to the DEVELOPER Service Charges for maintenance of common amenities and convenience mentioned in the Schedule hereto and for other taxes and outgoing to be levied and all such amount shall be regularly paid by the 7th day of every month and the same shall be payable until formation of Co-operative Society/Holding Organisation or Syndicate as the case may be by all the PURCHASERS of the Units and the amount of Service Charges shall be determined by the DEVELOPER.

8. So long as each unit in the said building shall not be separately assessed for Municipal Taxes & assessed on the whole building the proportion determined by the DEVELOPER on the basis of the area in respect of each unit in the said building shall be final and the building on the OWNERS and all the other PURCHASERS.

The OWNERS shall not be entitled to transfer, assign and/or nominate to any other person or persons his/her/their rights & responsibilities in his/her place without the prior consent of the DEVELOPER obtained in writing. This stipulation shall remain valid until the completion of the Project and sale of the flats by the DEVELOPER.

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For TECHNICIANS' GUILD PVT. LTD

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## **ARTICLE - XI: SERVICES AND MAINTENANCE CHARGES**

- including realisation of the outgoings and the disbursement of the payments to be made until such time the DEVELOPER shall transfer or make over the control and management of the said building to the Holding Organisation and the Purchaser along with other Purchasers and the Holding Organisation shall not have any objection to the aforesaid right of the DEVELOPER.
- ii) Wherever any expenses or costs including Service & Maintenance charges are mentioned to be borne or paid proportionately then such amount payable shall always be in proportion to the Built up areas of the Units in relation to the summation of the area of all the units in the Building. For examples, the proportionate amount of service charges or any other charge payable by any Unit Holder = Total amount of expenses/costs to be incurred for any purpose divided by Total Built up area of all the Units X Built up area of the Unit.

#### **ARTICLE - XII : HOLDING ORGANISATION**

1. On completion of the Housing Project, when the Units in the Building shall be ready for possession and or transfer of ownership in favour of the OWNERS and the other PURCHASERS, a Holding Organisation shall be constituted. The timing, date and composition of the Holding Organisation shall be decided by the DEVELOPER.

The Holding Organisation shall be either an Association or an Organisation in any other form, the nature and composition of which shall be decided by the DEVELOPER, and the PURCHASERS in joint discussion.

All the Owners of the Units in the proposed building shall be bound by rules, regulations, mandates, laws & bye-laws devised and promulgated in the common interest of the Unit Holders.

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- 4. The DEVELOPER upon formation of the Board, Committee or Governing Body of the Holding Organisation shall handover the Title Deeds, Plan and other documents in relation to the land & the building and the Holding Organisation shall keep the same un-obliterated and un-cancelled and at all time upon reasonable request and at the cost of the Unit Holder produce or caused to be produced to the Unit Holder or its Advocate or before any court or Authority for inspection or otherwise as occasion shall require in connection with the unit & the Building and shall also serve at like request and cost of the Unit Holder attested or other copies or extracts from the same whenever required.
- 5. The Holding Organisation will have all powers and authorities, rights and obligation to represent the final and absolute authority for management of the Building.
- 6. The duties and responsibilities of the Holding Organisation will be to facilitate administration, management, up keep, maintenance, up gradation, improvement of the building.

## ARTICLE - XIII : MISCELLANEOUS

i) The OWNERS shall have no claim save and except in respect of the said proposed unit hereby agreed to be acquired by them. All open/covered spaces including parking spaces those belonging to the OWNERS as provided for under this Agreement will remain 7/34td by the property of the DEVELOPER and it shall have the right to use, sell or transfer the same.

The DEVELOPER shall complete the construction work of the Unit and provide fixture, fittings and amenities in the said flat particulars of which are set out in the Schedule written below.

iii) The DEVELOPER shall be at liberty to sell assign and transfer its right and interest in the said plot and/or in the said building to be constructed thereon in such manner as does not affect or prejudice to the right of the OWNERS in respect of the said Flats.

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- iv) The OWNERS and all other persons to whom the said flat shall be let-out, sub-let, transferred, assigned or given possession of in accordance with and in term of what has been herein provided shall observe and perform the rules and regulations bye-laws for the use of the said unit for the time being in force and also observe and perform all rules, regulations and bye-laws relating to the protection and maintenance of the said building and the units herein and also the purpose of observing, performing and carrying on any other regulation rules or bye-laws for the time being of the Howrah Municipal Corporation, Government or any other public body or local authority.
- v) The OWNERS and the DEVELOPER both shall duly observe the terms and conditions contained in this Agreement and shall not do any act, deed or thing which may amount to the contravention or violation of any of the terms and conditions herein contained.
- vi) The OWNERS shall always co-operate the Developer in forming the Holding Organisation of the PURCHASERS of the Units for transfer of the Common areas & Common parts and facilities in favour of such Holding Organisation subject to the right of the Developer under these presents.

vii) The OWNERS shall be liable for making payment of Security Deposit to the CESC Ltd., for installation of electricity consupmtion Meter for their own units.

viil) The OWNERS may consume electricity for their Units from the Common Service Leter installed by the DEVELOPER till such time the Sub Meter is installed in the Flat the CESC. The OWNERS has to pay for the electricity charges at a rate to be decided by the DEVELOPER.

ix) The DEVELOPER shall alone remain solely responsible and liable to pay compensation to any of its men, agent, workmen and others for death, disablement or any damage if caused due to any accident takes place during the process of construction. In such case, the OWNERS shall not have any liability or responsibility whatsoever.

The Purchaser shall also make payment of Security Deposit with the CESC Limited, for individual Meters. Nihorkana DeliBarman Sunda Devisiman Contd. P. 23

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## <u>ARTICLE - XIV : COMMON SERVICES/COMMON EXPENSES</u>

All costs and expenses whatsoever as would be incurred by the Developer or the Holding Organisation in providing all or any of the Common Services including the following service in the Building.

- Maintaining, repairing, amending, altering, rebuilding, renewing, redecorating and where appropriate clearing, repainting and redecorating (to such standard as the DEVELOPER or the Holding Organisation may from time to time consider adequate in its absolute discretion)
  - i) the structure of the building and in particular the roofs and external walls thereof;
  - ii) the pipes in, under or upon the building;
  - iii) the Common Parts;
  - iv) the Boundary Walls and Fence;
  - v) the Pathways, Passages etc.
- Cleaning and lighting the Common Areas & Common Parts.
- Tending and keeping tidy and planting in appropriate area.

Maintaining at all times adequate supply of water subject to availability.

- Supplying, providing, purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all appurtenances, fixtures, fittings, apparatus burs etc.
  - Cost of running Generator for the connected units and its replacement and repair as may be required from time to time.
  - The Salaries of all persons employed for common pruposes. g)
  - Insurance premium for insuring the building against earthquake, fire, lighting, mob, damage, h) civil commotion etc.
  - Municipal Taxes & other outgoings.

Any legal expenses for protecting the title of the property.

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## **ARTICLE - XV : DEPOSITS**

The PURCHASERS and the OWNERS of the flats shall make deposit with DEVELOPER as payment on the following accounts before taking over possession of their respective Unit.

i) Maintenance and Repair Fund - the amount shall be specified by the Developer

ii) Contribution to create a Reserve

Fund - do -

iii) Municipal Tax for payment

till mutation of the Units - - do -

iv) Electricity - do -

## **ARTICLE - XVI : NOTICE**

All notices to be served on the OWNERS as contemplated under this Agreement shall be deemed to have served if sent to the OWNERS by Ordinary Post or under Certificate of Posting or by Hand at his/her/their address specified above unless otherwise provided for herein before.

#### SCHEDULE 'A'

## (Description of the Property)

and measuring 19 Cottahs 15 Chittacks 3 Sq.ft. more or less (as per Municipal Record 19 Cottahs 8 Chittacks) comprised within Municipal Holding No. 49, Lakshmi Narayantala Road (previously known as 26, College Ghat Road), and H.M.C. Ward No. 39 and Borough No. V of the Howarh Municipal Corporation and within the Police Station Shibpur and District Howrah, Mouza Shibpur, Settlement Khatian No. 75, Dag No. 69 and 70 within jurisdiction of Howrah District Registration Office and Joint Sub-Registration Office being butted and bounded as follows:—

ON THE NORTH: Holding No. 48 (P) & 48/1, Lakshmi Narayan Tala Road &

beyond that common passage.

ON THE SOUTH: Holding No. 51, Lakshmi Narayan Tala Road.

ON THE EAST : Holding No. 50, Lakshmi Narayan Tala Road.

ON THE WEST : Holding No. 33/1, 33/1/7 & 33/1/5, Naskar Para Lane.

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## SCHEDULE - 'B' **SPECIFICATION**

- STRUCTURE: R.C.C (M-20) in Foundation, Plinth and Framework in super structure of the building using best quality ingredients available in market.
- EXTERNAL WALLS: 200 MM THICK brick work using 1st Class Bricks and 1:6 cement and sand mortar.
- c) INTERNAL WALLS OF THE FLATS: 125mm. & 75 mm. thick Brick work using 1st class Bricks and 1:4 cement sand mortar.
- d) <u>INTERNAL FINISHING WORK</u>:
- WINDOWS: Full glazed steel window with Grills or guard bars fitted with 3 mm. thick glass panes, galvanized steel handles, stays etc.
- ii) DOORS: Timber (Sal) Door Frames with solid core, Phenol Resin Bonded, both faces commercial quality flush door shutters 30 mm. and 35 mm. thickness and PVC shutters for Toilet Doors. Steel collapsible or fabricated Grill Gate at Entrance Door.
- iii) DOOR FITTINGS: Aluminium Tower Bolt on one side, standard quality Mortice Lock with handle on every Door excepting Toilet and Entrance Door, Door Stopper, Buffer & Godrej Cylindrical Lock for Entrance Door.

SURFACE PREPARATION: All surface of walls, ceiling shall be provided with plaster using 1:6 cement sand mortar. All plastered surface shall be finally finished with a layer of Plaster of Paris.

WATER SUPPLY LINE: Concealed G.I.(M) pipe line for Toilets and Kitchen with C.P controlling valves and stopcocks (concealed) for cold water circulation in Toilets & Kitchen. Provision for Hot Water circulation shall be made in one Toilet only.

## vi) FLOOR, SKIRTING & DADO:

a) Living/Dining, Bed Room, Kitchen & Balcony: Silver Grey Mosaic Tiles in Floor

& Skirting. Nikarkana DebBarman Shudu Leekuman,

Sudipta Ghosh.

Subhasrue Neogs.

For TECHNICIANS' GUIL!

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Brayendur Dev Burman. Smeriti kana Sintaraey.

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b) Toilets:

Common Toilet floor and skirting with Kota Stone.

Attached Toilet floor and skirting with Pink Marble.

- c) Dado: In Toilets ceramic glazed tiles upto 1.6 Mtrs. from Floor. In Kitchen upto 650 mm. height from Counter Top.
- vii) COOKING COUNTER: Kitchen Cooking Counter Top shall be finished with White Marble Stone. Sink of Stainless Steel or White Marble Stone.
- viii) ELECTRICAL: Concealed Electrical wiring in LDPE conduits from incoming supply at Ground Floor to Distribution Box inside the Flat and from D.B. to points using SIMENS/HAVELS make Distribution Box with MCB and best quality insulated Copper Cable of HAVELS/FINOLEX or any other suitable brand. M.S. Box with plastic cover shall be used in Switch Board. Good quality Piano Type Switches shall be Provided. Following electrical points will be provided:—

Living/Dining: 3 Light Points, 2 Fan Points, 1 x 5 Amp. Plug Point, 1 x 15 Amps. Power Point, 1 Telephone Point, 1 T.V. & 1 Antenna Point and 1 Call Bell Point.

Bed Room: 2 Light Points, 1 Fan Point, 1 x 5 Amps. Plug Point in each Bed Room.

Ritenen: 1 Light Point, 1 Exhaust Fan Point, 1 x 15 Amps Power Point.

Total: 1 Light Point, 1 Exhaust Fan Point in each Toilet 1 x 15 Amps. Power Point and the extra in one Toilet for Geyser.

Varandah/Balcony: 1 Light Point.

ix) PAINTING: All Doors and Windows shall be painted with two coats Enamel Paint over a coat of primer using paints of BERGER/ASIAN PAINT or any other reputed Brand.

# x) <u>FITTINGS & FIXTURES IN TOILETS & KITCHEN</u>:

TOILETS: White Vitreous Indian or European type water closet with white PVC Seat Cover, PVC Flush pipe & PVC Connector, and white vitreous Hand Wash Basin with PVC waste pipe, PVC connector & C.P. waste fittings – one Set in each toilet.

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(White Vitreous Fitting shall be of PARRYWARE/HINDUSTHAN/NYCER make and standard design approved by the DEVELOPER)

One C.P. Pillar Cock with hand wash basin, One C.P. standard Bib-cock for W.C. and one C.P. Long Body Bib-cock & shower arm with Rose shall be provided in each Toilet One C.P. Long Body Bib-cock shall be provided extra in one Toilet where Hot Water Circulation pipe lines are installed.

One good quality Mirror with or without frame, One Shelve, One C.P. or Aluminium Towel Rail or Ring shall be provided in each Toilet.

KITCHEN: One C.P. Bib cock with sink and one below sink.

# d) <u>FINISHING OF COMMON AREAS & COMMON PARTS IN AND AROUND THE</u> <u>BUILDING</u>

Silver Grey Mosaic finish for lobby, Staircases, Landing, Grey Mosaic Tiles for Roof.

Plain Cement concrete with neat cement finished top for pathways and Passages.

P.C.C./Brick-on-edge finish for all other open areas excepting spaces for plantation.

Brick work 250 mm. & 125 mm. thick with plastering for Boundary Walls.

Steel Collapsible Gate at Entrance to the staircases. Fabricated Steel Gate on Boundary

staircases.

R.C.C. Semi underground water storage tank with 20/25 mm. dia G.I. (M) pipeline Connection for water supply inlet from Howrah Municipal Corporation Main.

Brick built septic tank with RCC cover slab.

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Underground drainage of 150 mm. & 100 mm. N.B. stone ware pipes for soil Discharge into the Septic Tank.

Brick Built Masonry pits in the underground drainage line. Brick Built surface drain for discharge of storm water, waste water from the Units and outlet of septic tank.

Pump set with Electrical Motor of required capacity & reputed make for water supply from underground storage to overhead storage tanks.

PVC SINTEX/PATTON Overhead tanks to required size.

GI.(M) pipes with necessary valves & fittings for water supply network from Underground storage to inside the units through overhead tanks.

All HDPE Pipes & fittings for outlet of soil & waste water from the Units and Rain Water from Roof/Terrace to be laid vertically on exterior surface of the Building.

Installation of Main Incoming Power by CESC.

Electrical wiring for open area lighting & pump set operation.

Fabricated Mild Steel Railing with handrail of M.S. rectangular type and enamel Painted.

125 mm. thick Brick work with cement sand plastering for parapet wall over roof.

mm. thick cement sand plaster over all exterior faces of the building.

Cement based paint (Snowcem or equivalent quality) two coats over the exterior faces If the building, over Boundary walls, over the exterior surfaces of the staircases and Stair Head Room and over surfaces of the parapet wall.

Name Plate of the building of Marble/Granite Stone or any material is to be placed at a suitable place. Niharkana DebBarman Sumal DebBarman

Sudipta Ghosh.

Subhasere Neoge

Sila Jhosh Pritikana Seula.

Smritikana Sinharay.



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

Néharkaua DebBarman Sudipta Ghosh. Subharree Neogr.

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Pritikana Sinka, Smritikona Socheray

Signed and delivered in the



WITNESSES:

1.

2.

SIGNATURE OF THE FIRST PARTY

For TECHNICIANS' GUILD PVT. LTD.

SIGNATURE OF THE SECOND PARTY

ENSTRUMENT 'A' REFERRED TO IN THE NOTARIAL CERTIFICATE

30. S. D. S. BHYAMAL KR. MITRA NOTARY HOWRAM

Identified by me Thilok Caltopadyoup Adroeate Houran Judges' court.

3 8 MAY 2008

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INSTRUMENT 'A' Date.....

Date of

3 0 MAY 2008



WITH NOTARIAL CERTIFICATE



Shyamal Kumar Mitra, M. Com., LLB.

Advocate & Notary
Howrah District, W. B. (India)
Place: 15, Sitanath Bose Lane,
Salkia, Howrah-711106
Phone: 665-2277
&
Howrah Judges Court