# phasis Ganguly B, Sc., B.A. (Special) LL. B.

B. Sc., B.A. (Special) LL. B.
ADVOCATE
NOTARY PUBLIC
HOWRAH, WEST BENGAL

No. 32/6010

Phone: 678-1707

Place:—
92/2, Sarat Chatterjee Road,
Shibpur, Howrah-711 104

Et

Howrah Court

Date DEC 2010

Potarial Certificate
(PURSUANT TO SEC 8 OF THE NOTARIES ACT 1952)
(Act 53 of 1952)

TO ALL TO WHOM THESE PRESENTS shall come
I. SUBHASIS GANGULY duly appointed by the Governor of
W. Bengal to practice as a NOTARY PUBLIC do hereby verify
authenticate, certify, attest as under the execution of instrument
annexed, here unto collectively marked 'A' on its being executed
and admitted and identified by the respective signatories as to the
matters contained therein present before me by the *Executant(s) /
His/Their Ld. Lawyer and / or His / their representative (s) Shri /
Smt Utpal manti Sesera
and others.
Accordingly, this is to certify authenticate and attest that
the annexed instrument 'A' is the Affidavit / Partnership Deed /
Partition Deed / Power of Attorney / Agreement / Will / Declaration /
Bond executed on 30:11:2010 by
Bond executed on 30:11:2010 by
Sri / Smt Trambe Acm 8
Bond executed on 30:11:20:10 by Sri / Smt
Bond executed on
Bond executed on by Sri / Smt 1 12 2010 by Sri / Smt 1 20 20 8 others. Prima facie the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs for occasions shall or may require for the same and it contains 1 to 51 pages
Bond executed on
Bond executed on by Sri / Smt 170 6 6 8  others. Prima facie the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs for occasions shall or may require for the same and it contains 1 to pages  INFAITH AND TESTIMONY WHEREOF being required for a NOTARY I, the said Notary do hereby subscribe my hand and

•Signature (s) L.T.I. (s)

Subhasis Ganguly
NOTARY PUBLIC





NOTARY STAMP Affixed/Noteffixed SL NO 32 2010



পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

42AA 879935



### AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made this 30.5... day of November, 2010 Anno Domini

### BY AND BETWEEN

SRI PRASANTA BASU, son of Late Nilkanta Basu, by aith - Hindu, by occupation - Business, resident of 15, Rajani Kanta Roy Chowdhury Lane, P.O. - Botanical Garden within P.S. - Shibpur in the District Howrah.

Presenta Basu Knish a Ghege. Sutosta Basu,

Relias Bern

SDEL ZUIL

FOR TECHNICIANS' GUILD PVT. LTD.



70

- 2) SRI PALLAB BASU, son of Sri Prasanta Basu, by faith Hindu, by occupation Business, resident of 15, Rajani Kanta Roy Chowdhury Lane, P.O. Botanical Garden within Police Station Shibpur in the District Howrah.
- 3) SRI SUBRATA BASU, son of Late Nilkanta Basu, by faith Hindu, by occupation Business, resident of 15, Rajani Kanta Roy Chowdhury Lane, P.O. Botanical Garden within Police Station Shibpur in the District Howrah.
- 4) SMT. KRISHNA GHOSH, wife of Dr. Ashoke Kumar Ghose, by faith Hindu, by occupation Housewife, residing at 13/1, Umesh Banerjee Lane, P.O. Shibpur within Police Station Shibpur in the District Howrah,

hereinafter jointly called and referred to as the **OWNERS/ FIRST PARTY** (which expression unless excluded by or repugnant to the context herein shall be deemed to be included their respective heirs, legal representatives, successors-in-interest, executors, administrators and assigns) of the **ONE PART** 

#### A N D

mechnicians Guild PVT. LTD., a Company within the meaning of Companies Act, incorporated in India and egistered under the provision of Companies Act, 1956 having its Registered Office at 46, College Road, P.O. – Botanical Garden within Police Station – Shibpur, District – Howrah, hereinafter called and referred to as the DEVELOPER/SECOND PARTY (which expression unless excluded by or

Franki Bosn.

Rolles Don.

& DEC 2010

FOI TECHNICIANS' GUILD PVT. LTD.

Direct

Ruishua Ghore.



repugnant to the context herein shall be deemed to be included its legal representatives, successors-in-interest, executors, administrators and assigns) of the OTHER PART. The Developer Company is represented by one of its Directors authorized for this purpose, namely SRI TAPAN KUMAR BANERJEE son of Late Gurusharan Banerjee, resident of 46, College Road, P.O. – Botanical Garden, within Police Station – Shibpur in the District – Howrah.

WHEREAS all that piece and parcel of residential (bastu) plot of land having mokrari mourashi rayati interest in the same measuring 16(sixteen) Cottahs 15(fifteen) Chittaks 23(twenty three) sq.ft. be the same a little more or less comprised within Howrah Municipal Corporation holding No. 15, Rajani Kanta Roy Chowdhury Lane, in Ward No. 39 within Police Station – Shibpur in the District – Howrah together with an old dilapidated three storeyed masonry building over there is the subject matter of this Agreement for Development as described in the First Schedule hereunder and hereinafter referred to as the "SAID PROPERTY".

AND WHEREAS by virtue of a Registered Deed of Sale executed on 20th day of November, 1936 and registered on 1st day of November, 1936 vide Book No. I, Volume No. 30, Pages 102 to 106 Being No. 1652 for the year 1936 the predecessors-in-interest of the parties herein namely Jatindranath Basu purchased about one Bigha of land and recorded in record of Howrah Municipal Corporation as 1(one) Bigha 0(zero) Cottah 15(fifteen) Chittak 23(twenty three) sq.ft. in H.M.C. holding No. 15, Rajani Kanta Roy Chowdhury Lane

& Presanta Base

Rolles Dans

FOI TECHNICIANS' GUILD PVT. LTD.

Knistua Shok. Sutrata Basu

, **8** D70 2010



in Ward No. 39, P.S. – Shibpur, District - Howrah in the name of said Jatindranath Basu as owner and occupier and during his life time said Jatindranath Basu also constructed a three storeyed masonry building over there and used to possess and enjoy the said property for his residential purposes with his family members;

AND WHEREAS the predecessors in interest of the parties herein Jatindranath Basu son of Late Bipin Behari Basu of 15, Rajani Kanta Roy Chowdhury Lane, P.S. – Shibpur, District – Howrah was a businessman and formed a partnership firm dealing in Motor Parts and accessories at Howrah and Kolkata which was subsequently converted into a Private Limited Company, under the name and style of M/S. Howrah Motor Accessories Agency Pvt. Ltd. a registered Company within the meaning of Companies Act, 1956, having its registered Office and Place of business at 3/1, Mangoe Lane, Kolkata – 700 001 and the said Jatindranath Basu and his close associates held shares of absolute majority and acted as promoter and first Director of the Board of Directors in the said Private Limited Company;

Bala Basu and Rekha Rani Basu. The said Jatindranath Basu had two wives viz.

Basu had three sons namely – Prabhat Kumar Basu, Shyam Sundar Basu and Nilkanto Basu and one daughter Saila Bala Sinha (nee Basu) by his first wife, Kalo Bala Basu and the said Jatindranath Basu had also three sons namely Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu, Sri Bimal Kumar Basu and two daughters viz. Smt. Sulekha Mitra (nee

Raishua Ghon.

Rolles Bersh

FOR TECHNICIANS' GUILD PVT. LTD,

8 UEL 2010



Basu) and Smt. Lily Ghosh(nee Basu) by his Second wife, Rekha Rani Basu;

AND WHEREAS said Smt. Kalobala Basu the first wife died long back during the life time of Jatindranath Basu and the said Smt. Rekha Rani Basu died in 1941 and Jatindranath Basu died on November 10, 1961;

the above named three sons and one daughter of Late Jatindranath Basu by his first wife died one after another. The said Prabhat Kumar Basu died on July 01,1982 and his wife Ava Rani Basu died on November 20,1996 left surviving one son, namely Sri Pradip Kumar Basu and one daughter Dr. Sikha Kar. The Second Son of Late Jatindranath Basu by his first wife named Shyam Sundar Basu died on August 11, 1979 as bachelor. The third son of Late Jatindranath Basu by his first wife named Nilkanta Basu died on 4th May, 1999 leaving behind him surviving Ila Basu (Widow), Sri Prasanta Basu(Son) and Sri Subrata Basu(Son) and Smt. Krishna Ghosh(Daughter). Be it mentioned that Saila Bala Sinha a daughter of Late Jatindranath Basu by his first wife, wife of Late Sushil Kumar Sinha died on 21st April, 1964 without any issue;

AND WHEREAS said Smt. Rekha Rani Basu, the second wife of the said Jatindranath Basu died in 1941 leaving behind her surviving three sons namely Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu, Sri Bimal Kumar Basu and two daughters viz., Smt. Sulekha Mitra and Smt. Lily Ghosh;

Prasaula Basa Unishua Yhon.

Relles Denn

POT TECHNICIANS' QUILD PVT. LTD.

. 8 DEC 2010



AND WHEREAS the properties situate at 15, Rajani Kanta Roy Chowdhury Lane, 58, Panchanantala Road, 65, Nilmoni Mullick Lane and the properties at District - 24 Parganas (South) Police Station - Bhangar of Mouza - Bodra, J.L. No. 130, Block - Bhangar No. 1, R.S. No. 38 of 1955 (1362 B.S.) in various Dags were the properties belonging to the said Jatindranath Basu and the properties at 14A and 14B Dover Lane was purchased in the name of Probhat Kumar Basu and the properties described at 11, Rajani Kanta Roy Chowdhury Lane was purchased in the name of Nilkanta Basu. The properties situate at 28, College Road was purchased jointly in the name of Probhat Kumar Basu, Nilkanta Basu and Sri Sankar Kumar Basu out of joint fund as per direction of Deed of Trust of 1953;

AND WHEREAS the said Jatindranath Basu alongwith said Probhat Kumar Basu and Nilkanta Basu in order to avoid any dispute and differences among them and the other legal heirs and successors of the said Jatindranath Basu have jointly settled the properties situate at 14A & 14B, Dover Lane (Kolkata), 15, Rajani Kanta Roy Chowdhury Lane, 11, Rajani Kanta Roy Chowdhury Lane, 58, Panchanantala Road and 65, Nilmoni Mullick Lane excepting the property situate at 8, College Road by a Registered Deed of Trust on April, 1953 Atclaring and appointing themselves as trustees along with Śri Sankar Kumar Basu and Sri Pankaj Kumar Basu as Joint Trustees of the said Trust under certain terms and conditions as embodied therein. The said Deed of Trust was executed by said Jatindranath Basu, Prabhat Kumar Basu and Nilkanta

Basu on 7th day of April, 1953 and registered the same on the

Ralles Dersh

PAI TECHNICIANS' GUILD I

Knishien Schone.

\* 8 DEC Suit



same day in the Office of the Sadar Joint Sub-Registrar at Howrah in Book No. I, Volume No. 29, Pages from 85 to 90 Being No. 1871 for the year 1953;

AND WHEREAS the settlors of the said Deed of Trust created the said trust for a specified limited period of twelve years after the death of one of the trustees namely said Jatindranath Basu and within the said period the trustees were entrusted to maintain, manage and enlarge the trust properties with the income derived therefrom and they were also given right to transfer any property belonging to the said Trust;

AND WHEREAS among other terms and conditions, there was a clear direction given to the trustees that after the expiry of aforesaid time limit i.e. after the ceasation of the said Trust the properties included in the Trust and the properties to be acquired in the name of the Trustees from the income derived out of the Trust shall be distributed to the living sons of said Jatindranath Basu equally and to the heirs of any deceased son on the date of ceasation of the Trust if any as the case may be and only after distribution of the trust properties the Trust shall stand dissolved;

AND WHEREAS during the life time of said Jatindranath Basu all other terms, impositions, duties, liabilities and responsibilities as set out in the Trust Deed were duly observed by the Trustees strictly as per direction given

therein;

Pornsaulai Basu

Redeas Bern

Knighera Ghore

8 DEC 2010

JOI TECHNICIANS' GUILD PVT. LTD.

Director



**AND WHEREAS** said Jatindranath Basu died on 10<sup>th</sup> day of November, 1961 leaving behind the other four Trustees remaining;

AND WHEREAS the other four remaining or surviving Trustees, namely Prabhat Kumar Basu, Nilkanta Basu, Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu purchased a property situate at 28, College Road, P.S. – Shibpur, District - Howrah in the name of Probhat Kumar Basu, Nilkanta Basu, Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu from the income and fund of the said Trust and consequently the said property formed part of the Joint properties of all sons of Jatindranath Basu;

AND WHEREAS as per direction given in the said Deed of Trust dated 7th April, 1953 that the operation of the Deed of Trust would remain in force till 09-11-1973 i.e. on expiry of twelve years after the death of said Jatindranath Basu who died on 10-11-1961 and the existing trustees of the said Deed of Trust, Probhat Kumar Basu, Nilkanta Basu, Sri Sankar Kumar Basu and Sri Pankaj Kumar Basu jointly executed a Deed of Release of Trust on 11th day of April, 1975 in favour of the surviving sons of said Jatindranath Basu namely Prabhat Kumar Basu, Shyam Sundar Basu, Nilkanta Basu, Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu and registered the same on the same day in the Office of the Joint Sub-Registrar, Howrah vide Book No. I, Volume No. 33, pages from 251 to 257, Being No. 1323 for the year 1975 and distributed the immoveable properties under Trust and acquired by the fund of Trust in favour of

Knishua John

row Technicians' Guild PVT. LT

8 DEC 2010

Relles Dash



the beneficiaries of the said Trust dated 7th April, 1953 in equal 1/6th share each;

AND WHEREAS said Shyam Sundar Basu died bachelor on 11 August 1979 leaving behind him his two full brothers viz. Sri Prabhat Kumar Basu and Nilkanta Basu as his legal heirs/successors and legal representatives who have jointly and simultaneously inherited the one sixth share in the property described in the Deed of Trust and the property acquired by the fund of Trust under the Hindu Succession Act, 1956 each having equal 1/12th share and all together said Prabhat Kumar Basu and Nilkanta Basu inherited 1/4th share each after the demise of Shyam Sundar Basu;

AND WHEREAS said Nilkanta Basu died on 4th May, 1999 leaving behind him surviving his wife Ila Basu, two sons Prasanta Basu, Subrata Basu and one daughter Smt. Krishna Ghosh who have jointly inherited the 1/4th share of Nilkanta Basu in the properties being land and building in six holdings as aforesaid;

AND WHEREAS Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu have jointly acquired ½ hare i.e. 1/6th share each in respect of the properties being and and building in aforesaid six holdings;

AND WHEREAS the properties comprised within various

Dags and Khatians of Mouza - Bodra, P.S. - Bhangar, District

- 24 Parganas (South) belonging to the predecessors-in
Prosente British interest of the parties herein, Jatindranath Basu and after

Raishua Ghore.

•

PEJ IECHNICIANS' GUILD PVI. LTD.

Director

8 DEC 2010



his death the said property devolved upon his six sons and two daughters each having 1/8th share;

AND WHEREAS one of the sons, Shyam Sundar Basu died bachelor and his 1/8th share in the properties of Mouza -Bodra, P.S. - Bhangar, District - 24 Parganas (South) devolved upon his other full brothers viz. Prabhat Kumar Basu and Nilkanta Basu and thus in the property at Bodra and they inherited 3/16th share respectively and Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu have 3/8th share and the two daughters, Sulekha and Lily have inherited 1/8th share each and the same was decided to be kept ejmal amongst all the co-sharers stated herein above;

AND WHEREAS disputes and differences arose in joint possession of the properties being land and building as aforesaid and company's share and properties in the District of 24 Parganas (South) in Bodra and with a view to get the properties being land and building and share of Company excepting the properties of Mouza - Bodra in the District of 24 Parganas (South) partitioned by metes and bounds among the co-sharers as aforesaid the co-sharers sat together and decided to get all those properties partitioned excepting the properties comprised within various dags and khatians, J.L. No. 130, Mouza – Bodra, P.S. – Bhangar in the District of 24 Parganas (South);

AND WHEREAS the parties herein have jointly sat together to settle at their disputes and differences among them once

Relles Dersa

PER I ECHNICIANS' GUILD PVT. LTD.

Sutoata Basu . BDFC 28:18

for all and have mutually agreed to get the properties being land and building situate in six holdings partitioned by metes and bounds amongst the parties stated herein above on compromise for permanent settlement/ partition upon keeping the property at Bodra as joint/ejmal.

AND WHEREAS in consideration of above the respective cosharers by virtue of a registered Deed of Partition executed and registered on 14th day of May 2010 in the Office of the District Sub-Registrar Howrah vide Book No. I, CD Volume No. 12, pages from 469 to 516, Being No. 05020 for the year 2010 got the aforesaid all the properties being land and building in six holdings including 15, Rajani Kanta Roy Chowdhury Lane and companies share partitioned where heirs of said Prabhat Kumar Basu viz. Pradip Kumar Basu and Dr. Sikha Kar were represented as First Party and heirs of said Nilkanta Basu viz. Smt. Ila Basu, Sri Prasanta Basu, Sri Subrata Basu and Smt. Krishna Ghosh were jointly represented as Second Party and Sri Sankar Kumar Basu, Sri Pankaj Kumar Basu and Sri Bimal Kumar Basu were jointly represented as Third Party and said Smt. Ila Basu along with her two sons and daughter herein have jointly been allotted the property being demarcated land measuring 16(sixteen) Cottahs 15(fifteen) Chittak 23(twenty three) sq.ft. with all structures standing thereon situate at 15, Rajani Kanta Roy Chowdhury Lane, H.M.C. Ward No. 39, within Police Station - Shibpur in the District - Howrah and shares of company which has been described as Item No. 1 of the Schedule - C to the said Deed of Partition;

· Prosanta Barn

mishua Ghone. Relles Books.



AND WHEREAS the said Smt. Ila Basu along with her sons and daughter after the aforesaid registered Deed of Partition are still in physical possession in exclusion to others in respect of the property they have exclusively and separately been allotted in their favour where Smt. Ila Basu, Sri Prasanta Basu, Sri Subrata Basu and Smt. Krishna Ghosh have/ had their undivided one-fourth share in the same;

AND WHEREAS the said Smt. Ila Basu has attained the age of about 86 years and said Smt. Ila Basu by virtue of a Registered Deed of Gift executed and registered on 7th day of June, 2010 vide Book No. I, CD Volume No. 14, pages from 460 to 481, Being No. 03025 for the year 2010 in the Office of the Additional District Sub-Registrar, Howrah, gifted and transferred her undivided one-fourth share in the said property unto and in favour of Sri Pallab Basu (the First Party No. 2) son of Sri Prasanta Basu and delivered possession in his favour; '

AND WHEREAS the Owners/ First Party have acquired the said property as described in the First Schedule hereunder each having undivided one-fourth share in the same.

**AND WHEREAS** the existing building standing over the said property being too old and dilapidated has become unsafe for residential purpose and the same is of no use that requires immediate demolition;

AND WHEREAS the Owners herein sat together and Description of the second state of the second

Danishur Ghore. Ralles Bers. Sutouti Boom,

8 DEC 2010



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

#### ARTICLE-I: DEFINITIONS

- 1. Land: Land shall mean the free hold residential land situated at Howrah Municipal Corporation Holding No.15, Rajani Kanta Roy Chowdhury Lane, within Howrah Municipal Ward No.39, within Police Station Shibpur within the District of Howrah measuring 16(sixteen) Cottahs 15(fifteen) Chhitacks 23(twenty three) Square feet more or less as explained in SCHEDULE - 'A' below.
- 2. OWNERS: OWNERS shall mean jointly Sri Prasanta Basu, Sri Pallab Basu, Sri Subrata Basu and Smt. Krishna Ghosh and each of their heirs, successors, executors, administrators, legal representatives, and/or assignees.
- 3. DEVELOPER: DEVELOPER shall mean TECHNICIANS' GUILD PVT. LTD., represented by its director 1) Sri Tapan Kumar Banerjee and its successors and assignee.



4. PURCHASER: **PURCHASER** shall mean the Purchaser/Purchasers of a Unit/Flat/ Apartment and include.

In case of an individual his/her/their heirs, legal representatives executors, administrators and assignees Praganta Barn AND/OR.

Raishua Ghose. Relles Darsa.

8 DEC 2010



In case of a Partnership Firm the present Partners and such other person or persons who may be taken in or admitted in the firm as partner or partners and their respective heirs. legal representatives administrators and assignees And shall exclude such other partners who shall by the due process of law case to be Partners of the Partnership Firm, AND/OR.

In case of a Company, its successors or successors-ininterest and assignees AND/OR.

In case of a trust, the trustees for the time being their successors-in-interest and assignees AND/OR.

5. BUILDING: BUILDING shall mean the proposed Four storied building/buildings to consist therein Several Flats/Apartments/units and Parking Spaces in a portion of the Ground Floor accessible through one or more staircases for ascending from Ground Floor to Roof and descending from Roof to Ground Floor.



The Floor plan for Ground and Upper Floors shall be drafted by the Developer within 90 days and a copy of the same would be handed over to the Owners.

6. FLAT/APARTMENT/UNIT: FLAT/APARTMENT/UNIT shall mean and include demarcated and self contained portions of the building as shown in the plan and having a Frasanla Pommidirect exit to a common area or landing to a street which

Knishna floke. Rellet Ross. Sentstu Bass. 8 MIT IN A

FOR TECHNICIAMS' QUILD PVT. LTD.





together with the undivided interest in the land and common areas & common parts, forms an independent residential unit.

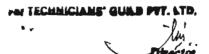
- 7. BUILT UP AREA: BUILT UP AREA of a Flat/Apartment/Unit shall mean and include the area measured at Floor level in any Unit taking external dimensions of the unit (save walls separating one unit from other of which 50% thickness is to be taken into consideration).
- 8. SUPER BUILT UP AREA: Super Built up Area of a Unit/Flat/Apartment shall mean and include the built up area of any Unit and the proportionate share of common areas comprised in the floor in which the unit is situated and the other common parts and common areas comprised in and around the building. The super built up area shall tentatively be 20% of the covered area.
- 9. COMMON AREAS & COMMON PARTS: Common Areas & Common Parts may be classified in two categories:-
- i) COMMON AREAS & COMMON PARTS IN/WITHIN THE COVERED AREA OF THE BUILDING: Common Areas and Common parts appurtenants to the unit in every floor and such other constructed covered areas to be provided within the proposed building- which shall mean and include the lobby, staircase, landing in every floor, Lift, Staircase Head Room and Lift M/c. Room etc.

CONT. ST

John Paller Bash

knishna fhore.

Entrata Boron. 8 DEC 2010





ii) COMMON AREAS & COMMON PARTS OUTSIDE THE COVERED AREA OF THE BUILDING: Common Areas & Common Parts 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.

- 10. GARAGE / PARKING SPACE: Garage / Parking Spaces shall mean the open or covered area/ space at Ground Floor suitable for parking of Car and Two Wheelers.
- 11. CONSULTANT: Consultant shall mean and include SUDIP SUR & ASSOCIATES having its Office at 14/2, Kali Kumar Mukherjee Lane, Howrah 711101 represented by Sri Sudip Sur, Architect or any other person or persons or firm or Company whom the Developer may appoint from time to time supervise the work of development.

Road, No. 61/2:002

12. UNDIVIDED PROPORTIONATE SHARE: Undivided proportionate share shall mean the share of each Unit/Flat/ Apartment in the total area of the said land, common areas and common parts in and around the building which shall always remain undivided, impartable and cannot be demarcated.

Prosaula From Knishua Ghore.

Rellas Base

B DEC IT

FOR TECHNICIANS' QUILD PVT. LTD.



- 13. 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 Unit/ Flat/Apartment holder shall have to pay his/her/its proportionate share of the total Service Charges regularly every month.
- 14. COMMON PURPOSES: Common purposes shall mean and include the purpose of maintaining external services for the units and the building and the common areas and common parts and for meeting the common expenses relating to mutual rights and obligations of the purchasers of the Units/ Owners/ Occupiers and common use and enjoyment thereof.
- 15. 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 be collected from all the Unit holders as service charges.



16. PLANS: The Plans shall mean and include the floor plan, sections, elevations, structural details and design of the building and underground and 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 in consultation with DEVELOPER.

Prasante Basa. Knishna Ghon.

Rellet Darsa

FOR TECHNICIANS' GULD PVT. LTD.

- 8 DEC 2810



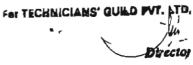
- 17. HOLDING ORGANISATION: Holding Organisation shall mean and include Association, Syndicate, Society or Limited Company that may be formed or nominated by the DEVELOPER for maintenance and management of the Common Services.
- 18. TRANSFER: Transfer of Flat/ Apartment/ Unit shall mean and include transfer by possession and/or transfer of the proportionate undivided share of the purchaser in the land and constructed built up area of the Unit together with the easement rights on the common areas and common parts through registration of sale deed in favour of the purchaser of Unit. The Registration of Sale Deed for transfer of the undivided proportionate share of land and built up area of the Unit 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 & Developer both.
- 19. AGREEMENT FOR SALE: Agreement for Sale of Flat/ Apartment/ Unit mean the document signed and executed by the owners or his / her/ their Attorney, Developer and Purchaser of the Unit to incorporate in writing the terms and conditions of sale to be agreed upon by all the parties in respect of sale of a unit.

20. SALE DEED: Sale Deed / Deed of Sale / Deed of Conveyance shall mean the registered document by which

Prosanta John Knistva Ghom

B DEC SOID

Pallers Bears





the transfer of ownership and title in the proportionate share of the land and the unit in favour of the Purchaser is recorded by registration in the office of the appropriate authority.

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

## ARTICLE - II :

i) The **OWNERS** shall mutate their names in the Deptt. of Howrah Municipal Corporation, as the Owner and Occupier of the property measuring land area of 16 (sixteen) Cottahs 15 (fifteen) Chittacks 23 (twenty three) Sq.ft. as recorded in Howrah Municipal Corporation.

ii) The **OWNERS** hereby jointly declare that they have a good and marketable title in the said property and the said property is free from all encumbrances, charges, liens, attachments acquisition and requisition whatsoever in nature and the **OWNERS** have every right to negotiate this Agreement with the **DEVELOPER** for the purpose of development of a multistoried building and sale of the land and building in future.

Prosanla Bom

Relles Raw.

Raishua fhore. Satate Base,

. 8 DEL ZUIU

FOI TECHNICIANS' GUIAD PVT. LTD,

Directoj



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

i) The parties of the FIRST PART above named deemed to be the absolute OWNERS of ALL THAT the said property as fully and completely explained in the Schedule 'A' hereunder written do hereby appoint the party of the SECOND PART as DEVELOPER to construct a multistoried building upon land of the said property as per scheme and plans prepared by the DEVELOPER.

#### ii) The OWNER do hereby authorize the DEVELOPER to:

- a) Submit application duly signed by the OWNERS to the Office of the Howrah Municipal Corporation for mutation of names of the Owners and get the process done as early as possible.
- b) Submit application duly signed by the owners to the office of the Urban Land (Ceiling & Regulation) Department for obtaining No Objection/Permission for construction of Building.

c) Prepare and Draft the Architectural and Structural Drawing and Designs of the Proposed building after conducting Soil Testing.

d) Submit the Building Plan duly signed by the OWNERS in the Office of the Howrah Municipal Corporation Authority

Presenta Doma

Relleo Ress.

POT TECHNICIANS' GUILD PVT. LTD.

פישצ אור אַ שרים



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) To arrange shifting the owners under occupation of the existing building possibly within the property under Schedule A.
- g) To undertake demolition of the existing building, dispose of the building materials recovered at its sole discretion, realize the cost of demolition from the sale proceeds and to appropriate the balance amount of the sale proceeds between Owners and Developer in equal proportion. However, the Developer before such demolition of the existing building shall arrange shifting of owners occupying the building to a suitable accommodation nearest to the site of his own cost. the owners shall only bear the electricity charges and maintenance charges for the said accommodation. The water shall at the time of shifting possession in the new building vacate the temporary accommodation in favour of Developer without claiming any possessory right over the temporary accommodation.

Pragonta Bam

ReMeb Bash

ohua Ghore. 8 U.S WID

FOI TECHNICIANS' GULD PUT, LT



h) Appoint, nominate, engage Licensed Building Architect, structural Engineer, Licensed Plumber, Advocate, Labourers etc. to manage and supervise the work of development and to make payment of their salary, remuneration, fees, labour charges whatever required.

i) Raise construction of the proposed building on the land of the OWNRS 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 hereunder.

j) Procure and select buyers of the Flats and or other spaces in the proposed building negotiate 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, flat or other spaces in favour of the Buyers. The DEVELOPER is authorized only to sale such flats and/or other spaces in the proposed building as has been allocated in their share and mentioned in detail in ARTICLE IX .

k) Arrange and hold meeting and discussion with the Purchaser of Flats and/or other spaces in the proposed building to from the Holding Organization for Management

Strasanta Barn Rollab Bast.

FOI TECHNICIANS' QUILD PYT. LTD.

8 DEC 2010



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 Organization and to fix up the rate of monthly Service Charges payable by the Purchasers of the Flats and/or other spaces.

l) Provide common service 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 CESC Ltd. and Howrah Municipal Corporation, Calcutta Telephones and install Electricity Service and Water Supply connection 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 same.

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

Donsanla Bonn

Anishua ghom.

Bould Dass

ra lechnicians' guld PVT. LTD

. 8 DEC 2010



#### ARTICLE IV: COMENCEMENT

This Agreement For Sale shall be deemed to have commenced on and with effect from the date of this Agreement.

## <u>ARTICLE V :</u> DEVELOPER'S OBLIGATION & DUTIES

- 1. The DEVELOPER in terms of the rights and authority conferred by the OWNERS ensure construction work of the proposed building comprising several Flats/ Apartments/ Units 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 units in it using good quality building materials and in the most efficient and workman like manner.
- 3. The DEVELOPER shall commence construction work of the proposed building within fifteen days time from the date of receipt of the sanction copy of the Building Plan from Howrah Municipal Corporation or from the date of getting vacant possession of the said premises from the OWNERS if made over after sanction whichever is earlier. The Developer shall complete the same within a period of Thirty Six months time from the date of sanction or from getting vacant possession of land whichever is later.

Prasante Born

Rellet Basa

Knishua Ghose

8 Dt C. 2010

re: TECHNICIANS' GUILD PVT. LTD.

Director



- 4. The DEVELOPER shall complete the internal finishing work of the units 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 OWNER.
- 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 other 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 Purchaser or 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 till possession of the flats or other spaces is handed over to the intending purchaser or purchasers. The DEVELOPER shall also be responsible for any deviation of construction 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 Sanctioned Fees to the Howrah Municipal Corporation and remuneration and fees for the Architect, Engineers, Licensed Plumbers or any other Service

Organization.

Ralles Burs.

FOR TECHNICIANS' QUILD PYT, LTD,

Knishua frhom. Sutata Boon.

₿ DEC 2010



- 8. The DEVELOPER shall at its own cost provide Municipal Water Supply and Electric connections to the proposed building.
- 9. The DEVELOPER shall allow the OWNERS and the other Purchasers to inspect the construction work as and when it would become necessary for them.

#### ARTICLE - VI:

#### **OWNERS RIGHTS, RESPONSIBILITIES & OBLIGATION**

1. The OWNERS at present are the legal OWNERS of the said property situated at 15, Rajani Kanta Roychowdhury Lane, HMC Ward No. 39, P.S. – Shibpur, District – Howrah, on which the DEVELOPER shall erect the proposed building. The OWNERS shall remain in 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 purchasers 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

Prasaula Basa

Ralles Bass.

, FOI TECHNICIANS GUILD SUT. LTD

Knishna Show

B DEC 2010



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 Organization to be formed with the Unit Holders who acquired the Units out of the Developer's Allocation.
- 4. Whenever the OWNERS acquire any unit and/or space out of their allocation in the said proposed building they shall duly join the Holding Organization 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 organization 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.

6. The OWNERS shall co-operate the DEVELOPER in all related activities of the development work except making any

Poasanti Bas

Knishva Shore.

A DEC 2010

Ralles Bash

/ -- TCSUAUSIANIS

Director



financial contribution to the DEVELOPER on a/c of construction expenditure.

- 7. The OWNERS shall handover all the Certified Copies of Documents related to the title of their said property, Mutation and Municipal Tax Clearance Certificate, Settlement Record of Rights etc., to the DEVELOPER having proper receipts from the DEVELOPER and shall produce the original of the same whenever required by the Developer.
- 8. The OWNERS shall have the rights to transfer, let out, lease out and dispose off all or portion of the constructed areas herein allocated to them on receipt of suitable consideration amount mortgaging their share of allocation for 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 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.

desire any changes in specification of internal finishing work for the flats of their allocation as explained in schedule hereunder written, the OWNERS shall communicate the same to DEVELOPER before hand in writing and shall pay to the

Drasanla Basa

Rnishua Shore.

Ralleo Bash

8 () 10 7010

FOR TECHNICIANS' QUAD PUT. LTD

Director



DEVELOPER the additional expenditure as per estimation and assessment 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 from the OWNERS provided the DEVELOPER fulfils the terms and conditions of the OWNERS.

#### 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 complete the process of mutation of names of the Owners herein in respect of the property situated at Holding No. 15, Rajani Kanta Roychowdhury Lane, HMC Ward No. 39, P.S. – Shibpur, District – Howrah – 711103 with its own efforts and the Owners shall pay the mutation fees and arrear Municipal Taxes as would be levied by Howrah Municipal Corporation upto the date of these presents and from the date of Agreement the Developer shall pay and clear HMC tax and settlement rent till delivery of possession to owners.

2. It is agreed by both the parties herein that the Developer shall draw a Building Plan over the entire land area of the said Holding, demarcate therein the portions for the Owners

Prasande Basa. Knihma Ghode.

Pellas Ress

POI TECHNICIANS' GUILD PVT. LTD.

- 8 DEC 2010



herein, get the same approved by the Owners submit the same to Howrah Municipal Corporation and obtain sanction on making payment of Fees. Fees for sanctioned plan shall be borne by the Developer.

- 3. It is hereby agreed and accepted by both the parties hereto that the DEVELOPER shall construct and complete the proposed Housing Project as per the plan sanctioned by Howrah Municipal Corporation and both of them shall not make any deviation.
- 4. It is clearly stated and agreed by both the parties that the DEVELOPER but not the OWNERS shall become responsible, liable or answerable to anybody or to any authority either directly or indirectly for the layout and building plan, specifications, designs, drawings and/or changes, additions, alterations, deletion and/or modifications in the plans and/or any technical defects or damages or leak or leakages whatsoever either during time of construction work or thereafter
- 5. It is hereby agreed and accepted by both the parties that the DEVELOPER shall raise a Multi Storied building to consist therein several flats and other spaces and shall offer the OWNERS flats and other Spaces as mentioned in ARTICLE IX in this Agreement.

6. It is agreed by both the parties herein that the Owners shall have the rights and liberty to sale out their allocated floor area in portion or as a whole to any interested person or

Prasaula Basa.

Pallet Boar

POLIECHNICIANS' GUAD PVT. LTD.

9 DEC 2010



persons at a price and value as would be deemed suitable by the OWNERS. The OWNERS shall also have the option to hand over their allocated floor area for sale to the DEVELOPER at a price and value as would be acceptable by the DEVELOPER.

In case the OWNERS exercise such option and the DEVELOPER accepts the price proposed by the OWNERS then the value of the salable area shall become payable by the DEVELOPER in the manner as would be decided by both of them.

- 7. The OWNERS shall have the rights to use and enjoy all the common areas as specified in ARTICLE VIII in common with the Purchasers and/or occupiers of the other flats.
- 8. The DEVELOPER has undertaken responsibility to complete the construction work of the proposed building within thirty six months time from the date of sanctioned plan. In case the said construction work is affected due to any unforeseen circumstances and the completion is delayed for any reason not intentionally 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.
- 9. 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

Frasanta Baon

Rnishea Ghores

Rollets Bash

FOI TECHNICIANS' QUILD PVT. LTD.



matter whatsoever touching this Agreement, the matter will be decided by the parties mutually as far as possible.

# 10. The Plan Annexed hereto signed by both the parties shall be treated as part or parts of this Agreement.

11. It is known to the OWNERS herein that the portion of the land measuring 04 Cottahs in Holding No. 15, Rajani Kanta Roy Chowdhury Lane, which was allotted to Sri Pradip Kumar Basu and Mrs. Sikha Kar vide the Deed of Partition dated 14-05-2010 shall be purchased by the Developer Company from its respective owners.

The Developer shall have right to set the scheme of development upon the entire area of the land lying within Holding No. 15, Rajani Kanta Roy Chowdhury Lane and mutate its name together with the OWNERS herein in the Office of Howrah Municipal Corporation.

The Developer shall be entitled to develop the total land area of 01 Bigha 15 Chittacks 23 sq.ft. and offer the OWNERS the area they are entitled to in respect of 16 Cottahs 15 Chittaks 23 sq.ft. of land area.

12. The amount already paid by the Developer as advance before execution of this Agreement and the amount to be spent by the Developer in future on A/c of payment of Municipal Tax and land tax shall have to be refunded on or before getting delivery of possession of Owners' share of construction or shall be adjusted with the owners'

Prasaula Basa

Knishna Ghoa

Rellets Bash

FAI TECHNICIANS' QUILD PVT. LTD.

8 DEC 2010



entitlement in the constructed area and the value of the constructed area shall be considered at a price of Rs.1,700/-per sq.ft. of super built up area on an average.

#### ARTICLE - VIII:

#### COMMON AREA DETAIL & RIGHT OF USE

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

Entrance Lobby at Ground Floor, Staircase in every floor and Landing, Lift well and Landing at every floor if any, Staircase Head Room, Lift M/c. Room, Roof/Terrace, Rising Main Electrical Lines 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 & Antenna, Electrical Wiring, Switch Board etc. for lighting in staircase.

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 an from the premises.



Electrical wiring for open area lighting & Pump Operation, CESC Service Installation.

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

Propanta Brom

Rolles Bash

8 DEC 2010

PAY TECHNICIANS' GUILD PVT. LTD



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 impartible 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 inconvenience to the other users.

#### ARTICLE - IX :

#### OWNERS' AND DEVELOPER'S ALLOCATION

### 1. Technical Detail of the Project:

Land area in 15, Rajani Kanta Roy Chowdhury Lane 16 Cottah 15 Chittaks 28 sq.ft. = 12218 sq.ft.

Floor area may be available for

Construction as per prevailing

Building Rules (taking 1.5 FAR)

or as the case may be at the time of

submission of building plan to

18,327 sq.ft. (approx.)

H.M.C. for sanction.

Prasaula Basa

Relles Bern

Knishua ghom. Sutrata Base.

Fa Base. 8 ULC 2010

PO TECHNICIANS' GUILD PVT, LTD.

Director



#### 2. (a) Allocation for owners of

15, Rajani Kanta Roy Chowdhury Lane 37% i.e. 6781 sq.ft. (inclusive of super built up area)

2. (b) Super built up area shall tentatively be 20% of the covered area.

- 3. The Developer shall have the rights, authority and liberty to sell, dispose off the remaining 63% area of the total construction to any intending purchaser of its own choice and the owner shall have no objection to it.
- The figures projected above in respect of floor area construction and owners' allocation are all approximate. The same may be finalized and confirmed after drafting of the building plan. However, Owners' entitlement in the total floor area shall be finalized after having physical measurement of the building after completion in the proportion as agreed upon.

### 5. (a) Distribution of Foor area of Owners' Allocation: Out of 6781 sq.ft.

- Sri Pallab Basu shall get 1695 sq.ft. inclusive of super built up area in the form of 1 or 2 complete residential flat i.e. 25% of the total entitlement.
- (ii) Sri Prasanta Basu shall get 847 sq.ft. inclusive of super built up area in the form of one complete residential flat i.e. 12.49% of the total entitlement.
- (iii) Sri Subrata Basu shall get 2118 sq.ft. inclusive of super built up area in the form of one /two complete residential flat i.e. 31.23 % of the total entitlement.

Ruishua Ghou. Sutonte Barn Rallab Bast. Prasanta Basn

FOR TECHNICIANS' QUILD PYT. LTB.





(iv) Smt. Krishna Ghosh shall get 2118 sq.ft. inclusive of super built up area in the form of one/ two complete residential flat i.e. 31.23% of the total entitlement.

The owners shall have no claim or demand with regard to the aforesaid ratio of allocation. It has been settled and agreed in between the owners and the developer.

If there be any difference in between the physical measurement of Owners' allocation and Owners' share, the same shall be adjusted in money value of the rate as would be available from the Registry Offices concerned at that point of time.

Total floor area is variable depending on the area of land as to physical measurement, as to H.M.C. record and as to settlement record and the least area shall be taken into consideration and the available FAR from H.M.C. Provided however, the final measurement as constructs shall also be taken into consideration before allocation. The developer shall be duty bound to maximum utilization of land as far as practicable maintaining all norms.

The owners shall have liberty to place their respective choice before the Developer with regard to floor, side, specification and also area of their flats. The same may be chosen after preparation of building plans for sanction.

#### ARTICLE - X : POSSESSION

1. Possession of the proposed Units of OWNERS' allocation shall be given to the OWNERS by the Developer after the said units become ready for occupation.

Raishua Yhon. Submit Barn Rallas Barts. Provanta Barn

W Director



- 2. The Developer shall put its best efforts to complete the construction work of the proposed building within Thirty six months time from the date of commencement of construction work.
- 3. The Owners shall take possession of the units within 15(fifteen) days time from the date of receipt of the NOTICE from the Developer.

#### ARTICLE XI:

#### **OWNERS OBLIGATION & COVENANTS**

The OWNERS hereby covenant with the DEVELOPER as follows:

- 1. Not to cause any interference or obstruction or impediment in the construction work of the 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 the 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 ad other covered spaces not granted to the OWNERS or the external periphery of the said building.

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.

Prasaula Base

Knishua Ghoru.

Rellet Bast.

FOI TECHNICIANS' GUILD PVT, LTD,



- 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. Not to keep or maintain any pet in the Flat without first having permission from the DEVELOPER and/or the Holding Association of the Flat Owners.
- 8. The OWNERS 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 DEVELOPR 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 every month and the sum 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.
- 9. 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 binding on the OWNERS and all the other PURCHASERS.

Prasaula Boon

Routakua Ghore.

Frata Base 8 DEC 2010

Rues Busu.

FOI TECHNICIANS' QUILD PUT. ATD



10. The OWNERS shall not be entitled to transfer, assign and/or nominate to any other person / 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 OWNERS have and paid their due amount and deposit in full to the DEVELOPER.

#### ARTICLE XII:

#### SERVICES AND MAINTENANCE CHARGES

- 1. The DEVELOPER will control the management and administration of the said building including realization of the outgoings and the disbursement of the payments to be made until such time DEVELOPER shall transfer or make over the control and management of the said building to the Holding Organization and the Purchaser along with other Purchasers and the Holding Organization shall not have any objection to the aforesaid right of the DEVELOPER.
- 2. 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 area 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 charges 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.

Proposale Basa

Rniskua Jhom Sutrati Basa. Rollet Burh

POS TECHNICIANS' GUILD PVT. LTD.



#### ARTICLE - XIII: 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 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.
- 2. The Holding Organisation shall be either an Association or a Private Ltd. Company 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.
- 3. 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.
- 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 safe, 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



Ralles Bash

Prasaula Basan Rolles Be Knishna Ghore. Entonta Rosan. & Di C (0.0

FOI TECHNICIANS' QUILD PVT. LTD.



serve at like request and cost of the unit Holder attested or other copies or extracts from the same whenever.

- 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.
- and responsibilities of the Holding 6. The duties Organisation will be to facilitate, administration, management, up keep, maintenance, up gradation, improvement of the building.

## ARTICLE-XIV: **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 save those belonging to the OWNERS as provided for under this Agreement will remain to be the property of the DEVELOPER and shall have the right to use, sell or transfer the same.
- ii) The DEVELOPER shall complete the construction work of the Unit and provide fixture, fittings and amenities in the said unit 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 affect or prejudice to the right of the OWNERS in respect of the said Units.
- iv) The DEVELOPER shall in respect of any liability be paid by the OWNERS to the DEVELOPER under or by virtue

Raller Barr.

HAL TECHNICIANS' QUILD I

Ranishua Ghore. Bestonte Basa. 8 DEC 2010



of this Agreement have a first lien and charges on the said unit till the same remain unpaid.

- v) The OWNERS and all other persons to whom the said unit 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.
- vi) 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.
- vii) 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 organization subject to the right of the Developer under these presents.
- Viii) The OWNERS shall be liable for making payment of Security Deposit to the CESE Ltd., for electricity consumption Meter for their own units.

Prasanta Basu Knishua Ghore. Sutrata Basu

Rolles Bash.

FOR TECHNICIANS' GUILD PVT. LTD.

8 DEC 2010

13/1/100

- ix) The OWNERS shall consume electricity for their Units from the Common Service Meter installed by the DEVELOPER till such time the Sub Meter is installed in the Unit by the CESE. The OWNERS have to pay for the electricity charges at a rate to be decided by the DEVELOPER.
- x) The DEVELOPER shall alone remain solely responsible and liable to pay compensation to any of it's 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 be liable for making payment of Security Deposit with the CESE Limited, for individual Meters.

# ARTICLE - XV:

# common sevices/common expenses and expenses whatsoever as would be incur

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.

a)

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:

Relled Bash

POI TECHNICIANS' QUILD PVT. LTD.

₹ DEC 70°0

10 miles

O

Frasanda Stran Whishan John



- ii) the popes in, under or upon the building;
- iii) the Common parts;
- iv) the Boundary Walls and Fence;
- v) the Pathways, passages.
- b) Clearing and lighting the Common Areas & Common parts.
- c) Tending and keeping tidy and planting in appropriate area.
- d) Maintaining at all times adequate supply of water subject to availability.
- e) Supplying, providing, purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all appurtenances, fixtures, fittings, apparatus bins etc.
- f) Cost of running Generator for the connected units and its replacement and repair as may be required from time to time.
- g) The Salaries of all persons employed for Common purposes.
- h) Insurance premium for insuring the building against earthquake, fire, lighting, mob, damage, civil commotion etc.
- i) Municipal Taxes & other outgoings.
- j) Any legal expenses for protecting the title of the property.

#### **ARTICLE - XVI: DEPOSITS**

The PURCHASERS and the OWNERS of the Units shall make deposit with DEVELOPER as payment on the following

Prasanta Basa

Ralles Dars

0 --- 0 --- 10

Mes of any Technicians qual pro.

Director

Kill Soll



accounts before taking over possession of their respective Unit.

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

ii) Contribution to create a Reserve

Fund

- do -

iii) Municipal Tax for payment

till mutation of the Units

- do -

iv) Electricity

- do -

#### ARTICLE -XVII: NOTICE

All notices to be served on the OWNERS as contemplated under this Agreement or to the place where the owners shall temporarily be shifted 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.

#### ARTICLE - XVIII: ARBITRATION

If there be any dispute arises in between the parties herein, the same may be referred to Arbitrators for settlement according to prevailing Law of the land.

#### SCHEDULE 'A'

### Description of the said Property

ALL THAT the piece and parcel of Bastu land measuring area 16 Cottahs 15 chhitaks 23 sqft. as recorded in Municipal Corporation more or less together with three storey dilapidated building standing thereon within H.M.C. Holding No.15, Rajani Kanta Roy Chowdhary Lane, P.S. Shibpur, District Howrah under Howrah Municipal Corporation Ward No.39 P.S.- Shibpur in the District – Howrah and within the

Prasanta Bonn

Ralles Bash.

Substa Basa.

POF TECHNICIANS' QUILD PYT. LTD.

Director

₩ DEC 2010

Tring of

6

jurisdiction of District Registrar and Sub-Registrar, Howrah and the property is butted and bounded as follows:

ON THE NORTH

: By 8'ft. wide common passage then

20, Rajani Kanta Roy Chowdhury Lane;

ON THE EAST

: By 16, Rajani Kanta Roy Chowdhary

Lane;

ON THE SOUTH

: By Rajani Kanta Roy Chowdhary Lane;

ON THE WEST

: By property of Pradip Kumar Basu

and others at 15(P), Rajani Kanta Roy

Chowdhury Lane.

#### SCHEDULE-'B'

#### **SPECIFICATION**

a) **STRUCTURE**: R.C.C.(M-15&M-20) in Foundation, Plinth and Framework in super structure of the building using best quality ingredients available in market.

b) **EXTERNAL WALLS**: 200 MM THICK brick work using 1st Class Bricks and 1:6 cement and sand mortar.

INTERNAL WALLS OF THE UNITS: 125mm. &75mm. thick Brick work using 1st class Bricks and 1:4 cement sand mortar.

#### d) INTERNAL FINISHING WORK:

Drasanla Form

Relles Dash

TECHNICIANS' QUILD PVT. LTD

Knisher Ghore

₱ DEC 2010

12/10



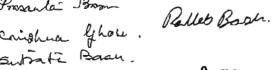
- i) WINDOWS: Full glazed steel window with Grills or guard bars fitted with 3mm. thick glass panes, galvanized steel handles, stays etc.
- ii) **DOORS**: Timber (Sal) Door Frames with solid core, Phenol Resin Bonded, both faces commercial veneered flush door shutters 30mm. and 35mm. thickness and PVC 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.
- iv 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.
- v) 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, standard ceramic tiles.

FOR TECHNICIANS' GUILD PA

18 DEL ZUIU







- b) Silver Grey Mosaic Tiles in Floor & Skirting for all bed rooms.
- c) Toilets: Common Toilet with Dungri Marble Floor & Skirting. Attached Toilet with pink Marble Floor & skirting.
- d) **Dado:** In Toilets ceramic glazed tiles upto 1.6 Mtrs. From Floor. In Kitchen upto 750 mm. high from Counter Top.
- vii) **COOKING COUNTER**: Kitchen Cooking Counter Top shall be finished with white Marble Stone Sink of Stainless Steel or white Porcelain or white Marble Stone.
- viii) **ELECTRICAL**: Concealed Electrical wiring in LDPE conduits from incoming supply at Ground Floor to Distribution Box inside the Unit and from D.B. to points using SIEMENS/HAVELLS make Distribution Box with MCB and best quality insulated Copper Cable of HAVELLS/FINOLEX/POLYCAB or any other brand. M.S. Box with plastic cover shall be used in Switch Board. Good quality piano Type Switches shall be provided. Following electrical point will be provided:-

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

Drasaula Ban

Knighed Jehom.

Rollets Barn

FOI TECHNICIANS' GUILD PVT. LTD.



**Bed Room**: 2 Lights Points, 1 Fan Points, 1 x5 Amps. Plug Point in each Bed Room.

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

Toilet: 1 Light Point, 1 Exhaust Fan Point in each Toilet 1 x 15 Amps. Power Point shall be 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</u> & <u>FIXTURES IN TOILETS</u> & <u>KITCHEN</u>:

TOILETS: White vitreous Indian or European type water closet with white PVC Seat Cover, PVC Flush pipe and PVC co9nnector and white vitreous Hand Wash Basin with PVC waste pipe, PVC connector & C.P. Waste fittings – one set in each toilet. (White Vitreous fitting shall be of PARRYWARE/HINDUSTHAN/NYSER make and standard design approved by the Developer)

ine C.P. Pillar Cock with hand wash basin, One C.P. sundard Bib-cock for W.C. and One C.P. long body Bib-cock and Shower Arm with Rose shall be provided in each Toilet, One C.P. Long Body Bib-cock shall be provided exra in one Toilet where Hot water circulation pipe lines are installed.

Prasaula Base Raishua lhor

wisher Ghore.

Butain Bosy.

Rallet Bash

FOI TECHNICIANS' QUILD PVT. LTD.



One good quality Mirror with or without frame, one shelf, 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) FINISHING OF COMMON AREAS AND COMMON PARTS IN AND AROUND THE BUILDING:

Silver Grey Mosaic finish for lobby, stair-cases, 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. and 125 mm. thick with plastering for Boundary walls.

Steel collapsible gate at entrance to the stair case, fabricated steel gate on boundary wall.

Wooden frame and shutter for door at stair case, Head Room, Steel windows full glazed for 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.

Underground drainage of 150 mm. and 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

Prasanta Ban

Rollas Dersh

intraction Bases 8 ... 20

rei Jechnicians' Quild Pat. Ltd.

set with electrical Motor or required capacity and reputed make for water supply from underground storage to overhead storage tanks.

PVC/ SINTEX/ PATTON overhead tanks of required size.

G.I.(M) pipes with necessary valves and fittings for water supply network from underground storage to inside the units through overhead tanks.

All HDPE pipes and fittings for outlet of soil and 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 and 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. 20mm. thick cement sand plaster over all exterior faces of the building.

Cement based paint (snowcem or equivalent quality) two coats over the exterior faces of the building, over boundary walls, over the exterior surfaces of the staircases and stair Head Room and over surface of the parapet wall.

Name plate of the building of Marble/ Granite Stone or my material is to be placed as a suitable place.

**EXTRA WORK**: the Owners shall have to furnish their requisition for any extra work in addition or alteration of the standard specification hereinabove stated at least one month before commencement of such work to the Developer in writing and shall get estimation of extra cost will be

Prasanta-Basa

Relles Bersh

Knishna John.

FOI TECHNICIANS' QUILD PVT. LTD.

M Diréció

PB DEC SOIL



involved and the owners shall make payment of the said extra cost to the Developer as per his requirement.

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

Signed and delivered

In the presence of: WITNESSES:

1) Binel Kumel Besn. 16/1/1, Rajand Kenta Roy Chewdharghane. 1tourah. 711103. Prasanta Sam Knishua fhore. Sutrata Basa.

Rolled Bersh.
Signature of the First Party

2) Janjanla Komm Skom 134/4 Andul 187 byc can. Horran - Illing

ME TECHNICIANS' QUILD PAT. LTD.

Signature of the Second Party

Drafted by me and prepared in my Office.

htpal Kom. Jan.

ANTRUMENT 'A' REPERKED TO

Advocate



Printed by me.

LT.L/SIGNATURE ATTESTED

Swapply 08.12.10

SUBHASIS GANGULY NOTARY, HOWRAH Rogd. No. 61/2602 GOVT. OF W.B

Development, prasanta, techniciuns, sasaru

#### PARTITION PLAN OF HOLDING NO: 15, RAJANIKANTA RAYCHOWDHURY LANE, WARD NO: 39, P.S. - SHIBPUR, DIST. - HOWRAH.

SCALE = 1 250



RED PORTION ALLOTTED TO

I. SRI PRADIP KUMAR BASU

AREA OUK OOCH COSF!

2 SMI SIKHA KAR.

WIO DR MIRMAL KUMAR KAR

SILVE PORTION ALLOTTED TO .

1. SMT. ILA BASU. 2 SRI SUBRATA BASU. AREA - 16 K 15 CH 23 STT

Radip Luman Agen Whith Funger elist as Cristialists standy or 3. SRI PRASANTA BASU. 4. SMT. KRISHNA GHOSH.

Aby . SULLA KON . The property of the property o RAJANIKANTA RAYCHOWDHURY (5-6)1676 (41.8713615 -1454) Entrata Bu AREA OF LAND = 4 K - 0 CH - 0 SFT Propaula Bonn Knistus Ghot Sanka Kund Bag Bund rumers of Contituted Attorney of Parky Wunder Parky Heren 1 RAJANIKANTA ROYCHOW, DHURY AB5 Salethe nito. AB5 OWNO NAMAYEE (d)

For TECHNICIANS' GUILD PVT. LTD.

Sertosta Basa, Bellet Bash. Kniehna Ghore. Prosanta-Basa.

Director.

DOX111810NILDBA1---

INSTRUMENT 'A' Date.....

Date of Dec 20







WITH NOTARIAL CERTIFICATE



## SUBHASIS GANGULY

B. Sc., B.A. (Special), LL.B. Advocate & Notary

Howrah District W.B. (India)

Place: 92/2, Sarat Chatterjee Road,

Shibpur, Howrah-711 104

Phone: 2678-1707

Mob: 9432326207

: 9231877627

&

Howrah Judges Court