

# NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, SAMIR BHATTACHARYA duly appointed by the Government of India as Notary and Practising within the city of Calcutta, Union of India do hereby certify that the Paper Writings, are presented before me by the Executants.

*M/S. Poddar Projects  
off at 18, Rabindra Sarani,  
KOL 1.*

hereinafter referred to as the Executant this the *15th* day of *September* 200 *9*

The Executant having admitted the Execution of the Paper Writings and being satisfied as to the Identity of the Executant. I have attested the Execution.

IN FAITH AND TESTIMONY WHEREOF, I the said

*Notary* have herunto subscribed my name and affixed my Seal of Office *15th* day of *Sept* 200 *9*



*Samir Bhattacharya*

NOTARY

*16.9.09*

**SAMIR BHATTACHARYA**

Reg. No. 940/97  
51/C, Sambhu Nath Pandit Street,  
Calcutta - 700 025

SERIAL NO: 115

ANNEXURE 'A'

भारतीय गैर न्यायिक

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RUPEES

₹.10

Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

32AA 022614



THIS AGREEMENT made on this 15<sup>TH</sup> day of SEPTEMBER

6 SEP 2009



about 33 decimals out of 2.62 acre lying and situated in

## ANNEXTURE "A"

2009 **BETWEEN M/S. PODDAR PROJECTS LIMITED**, a company incorporated under the Companies Act 1956 and having its registered office at 18, Rabindra Sarani, Poddar Court, 9<sup>th</sup> Floor, Kolkata - 700 001, hereinafter referred to as the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **FIRST PART AND M/S. GIRIDHAR PROMOTER PRIVATE LIMITED**, a company incorporated under the Companies Act 1956 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071, hereinafter referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **SECOND PART.**



By a registered Deed of Sale (Bengali Kobala) dated 30.04.1959 registered in the office of Sub-Registrar Ranigunj Burdwan and recorded in Book No. I Volume No. 321 pages from 126 to 128 being No. 3385 for the year 1959, One Baidyanath Khan son of Late Hitlall Khan of Village Faridpur, Police Station Faridpur District Burdwan therein referred to as the Vendor of the One Part duly sold and conveyed All That piece and parcel of land measuring about 33 decimals out of 2.62 acre lying and situated in

6 SEP 2008



## ANNEXTURE "A"

old Khatian No. 174 R.S.Khatian No. 1999 R.S.Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District -Burdwan unto and in favour of Techno Electric Corporation of 36, Ezra Street, Calcutta therein referred to as purchaser of the Other Part at and for a consideration mentioned therein.

- B. By another registered Deed of Conveyance (Bengali Kobala) dated 15.1.1959 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. 1 Volume No. 5 Pages from 206 to 208 being No. 538 for the 1959 One Baidyanath Khan son of Late Hitlall Khan Village Faridpur Police Station Faridpur District Burdwan therein referred to as Vendor of the one part duly sold and conveyed All That piece and parcel of land measuring of about 66 decimals out of 2.62 acres in old Khatian No. 174 R.S. Khatian No. 1999 R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District - Burdwan unto and in favour of Techno Electric Corporation of 36, Ezra Street, Calcutta therein referred to as Purchaser of the other part at and for a consideration as mentioned therein.



## ANNEXTURE "A"

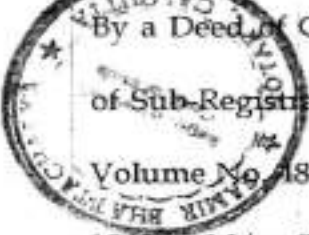
C. By another Deed of Conveyance dated 1.5.1959 (Bengali Kobala) registered in office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I volume No. 321 Pages from 129 to 131 being No. 3386 for the year 1959 one Baidya Nath Khan son of Late Hitlall Khan of Faridpur duly sold and conveyed All That piece and parcel of land measuring about 8 cottah 14 Chittacks in old Khatian No. 174 R.S. Khatian No. 1999 R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station Faridpur District-Burdwan unto and in favour of Techno Electric Corporation of 36, Ezra Street Calcutta therein referred to as purchaser of the other part at and for a consideration mentioned therein.

D. By a registered Deed of Conveyance dated 11.4.1961 registered in the office of Sub - Registrar Raniganj, Burdwan and recorded in Book No. 1, Volume No. 35, Pages from 147 - 148, being No. 2962 for the year 1961, one Baidya Nath Khan therein referred as Vendor of the One Part duly sold and conveyed All That piece and parcel of land measuring about 4 Cottahs in R.S. Dag No. 775; old Khatian No. 174 R.S. Khatian No. 1999 Touzi No. 20 Faridpur, Police Station Faridpur, District Burdwan unto and in favour of T. Mohanka son of Sri Arjun Lal Mohanka at and for consideration mentioned therein.



## ANNEXTURE "A"

E. By a registered Deed of Conveyance (Bengali Kobala) being No. 1704 for the year 1942 one Narendra Nath Sau sold All That piece and parcel of land measuring about 49 decimile lying and situate at Dag No. 774 Khatian No. 437 Touzi No. 20 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of Smt Shibani Bala Debi alias Shibu Bala Debi at and for a consideration mentioned therein.

F.  By a Deed of Conveyance dated 5.6.1962 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 18 pages from 170 to 173 being No. 5161 for the year 1962. M/s. Techno Electric Corporation of 36, Ezra Street, Calcutta- 1 proprietor T. Mohanka son of Sri Arjun Lal Mohanka therein referred to as vendor of the One Part, the said vendor duly sold and conveyed All That piece and parcel of land measuring about 84 decimal out of 2.62 Acres in R.S. Dag No. 775 old Khatian No. 174 R.S. Khatian No. 1999 ALL THAT piece and parcel of land measuring about 13 decimal in R.S. Dag No.766 R.S. Khatian No.320 and ALL THAT piece and parcel of land measuring 51 decimals in R.S. Dag No. 767 R.S. Khatian No. 1345 in total 1 acre 48 decimal all in Touzi No. 20 Mouza Faridpur Police Station Faridpur, District Burdwan unto and in



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favour of M/s. Durgapur Automobiles of 116 Miles Post, G.T. Road Durgapur Burdwan therein referred to as the purchaser of the other part at and for a consideration mentioned therein.

- G. By a registered Deed of Conveyance dated 5.6.1962 registered in the office of sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 48 Pages from 174 to 175 being No. 5162 for the year 1962 One T. Mohanka son of Late Arjunlal Mohanka, therein describe as the Vendor duly sold and conveyed All That piece and parcel of land measuring about 4 Cottahs in old Khatian No. 174 R.S. Khatian No. 1999 R.S. Dag No. 775 Touzi No. 20 Mouza Faridpur Police Station -Faridpur District Burdwan unto and in favour of M/s. Durgapur Automobiles therein referred to as the purchaser at and for a consideration mentioned herein.

- H. One Debandra Nath Khan and Sambhunath Saha took settlement of the said land from the erstwhile Zaminder and after come into force of the West Bengal Estate Acquisition Act 1953, the said Debendra Nath Khan and Sambhu Nath Saha became the direct Tenant and thus Raiyat under the State of West Bengal and their



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name was duly recorded in R.S. Record of Rights under the provision of West Bengal Land Reforms Act 1955..

I. By a registered Deed of Conveyance dated 9.8. 1961 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No.I, Volume No. 69 pages from 243 to 245 being No. 7637 for the year 1961 Debendra Nath Khan son of Late Umesh Chandra Khan, Sambhunath Saha son of Late Upendra Nath Saha therein collectively referred to as the vendors duly sold and conveyed All That piece and parcel of land measuring 93 decimal in Touzi No. 3732 R.S.Khatian No. 705 R.S.Dag No. 768 Mouza Faridpur Police Station Faridpur District Durgapur unto and in favour of M/s. Durgapur Auto mobiles of Durgapur therein referred to as the purchaser at and for a consideration mentioned therein.



J. By a registered Deed of Conveyance dated 18.7.1962 registered in the office of Sub-Registrar Raniganj Burdwan and recorded in Book No. I Volume No. 55 Pages 256 to 257 being No. 6385 for the year 1962. M/s. Techno Electric Corporation of 36, Ezra Street, Kolkata - 700001 represented by its Proprietor T. Mohanka therein referred to as Vendor duly sold and conveyed All That





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piece and parcel of land measuring about 33 decimal in old Khatian No. 174 R.S. Dag No. 775 R.S. Khatian No. 1999 Touzi No. 20 Mouza Faridpur Police Station Faridpur District Burdwan unto and in favour of M/s. Durgapur Automobiles of Durgapur therein referred to as Purchaser at and for a consideration mentioned therein.

- K. By a registered deed of conveyance dated 5.12.1961 registered in the office of Sub- Registrar Ranigunj Burdwan and recorded in Book No. I, Volume No.90 Pages from 245 to 247 being No. 9087 for the year 1961 Smt. Shibani Bala Devi alias Shibu Bala Debi wife of Shib Krishna Nayek therein referred to as the Vendor duly sold and conveyed All That piece and parcel of land measuring about 30 decimal in R.S. Dag No. 774 R.S. Khatian No. 437 Mouza Faridpur Police Station Faridpur District Burdwan into and in favour of M/s. Durgapur Automobiles of Durgapur therein referred to as purchaser at and for a consideration mentioned therein.

- L. By virtue of the aforesaid said M/s. Durgapur Automobiles well and sufficiently entitled to All that piece and parcel of land measuring in R.S.Dag No. 775 R.S. Khatian No. 1999 an area



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about 1.24 acres, R.S.Dag No. 766 R.S.Khatian No. 1999 an area about .13 acres, R.S.Dag No. 767 R.S.Khatian No. 1345 an area about .51 acres, R.S. Dag No. 768 R.S. Khatian No. 705 an area about .93 acres R.S.Dag No. 774 R.S.Khatian No. 437 an area about .30 acres in R.S. Dag 761 having an area of .26 Acres and R.S. Dag No. 771 having an area of 6 Satak. A portion of this land now being recorded in L.R. Records of Right in L.R. Khatian No. 440 comprising of an area of 1.49 Acres in L.R. Dag No. 632 and an area of 1.23 Acres in L.R. Dag No. 633 and an area of 0.32 Acres in L.R. Dag No. 652 aggregating an Area of 3.04 Acres in the name of Durgapur Automobiles and tax bill also issued in the name of Durgapur Automobiles Mouza Faridpur, J.L. No. 74 Police Station Faridpur District -Burdwan more fully and particularly described in the Schedule hereunder written and hereinafter referred to as the said land.




- M. by a registered deed of Lease executed on 9.11.73 and registered in the office of Registrar of Assurances Calcutta and recorded in Book No. 1 Volume No. 154 Pages from 252 to 263 being No. 6504 for the year 1973 M/s. Durgapur Automobiles therein referred as Lessor of the One Part duly granted lease in respect of land measuring about 15312 Square feet equivalent to 1 Bigha 1 Cottah



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4 Chittacks 12 Square feet morefully and particularly described in the First Schedule thereunder written together with Service Station situating on the said piece or parcel of land consisting of All That building and other structures, furniture fixture fittings and other facilities morefully and particularly described in the Schedule thereunder written pertaining to C.S. Dag No. 175 C.S. Khatian No. 174 Mouza Faridpur Police Station Faridpur District Budwan unto and in favour of Caltex (India) Ltd. for a terms of 20 years, with effect from 1.6.1973.

N. Pursuant to the terms contained in the said lease the same was renewed for a further period of ten years commencing from 1.6.1983

O.  That on expiry of the said lease the Lessee M/s. Durgapur Automobiles granted a lease of the aforesaid land on 4<sup>th</sup> April 1996 in favour of M/s. Hindusthan Petroleum Corporation Ltd. for a period of 20 years with effect from 1.6.1993.

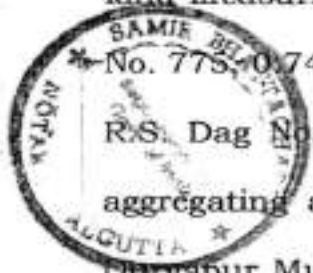
P. That in the said land area L. R. operation has been made and L. R. Record of Rights were prepared and in the L. R. Records of Rights the portion of above five R. S. Dag has been recorded as L.R. Dag No. 632 having an area of 1.49 acres and L.R. Dag No. 633 having an area of



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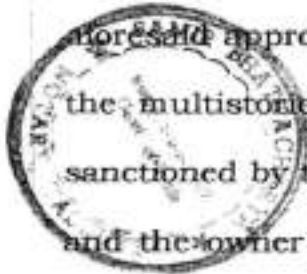
1.23 acres and L.R. Dag No. 652 having an area of .32 Acres in L.R. Khatian No. 440 which stand in the name of M/s. Durgapur Authorities.the Vendor herein.

- Q. By a Deed of Conveyance dated 3<sup>rd</sup> August 2008 and made by and between M/s. Durgapur Automobiles therein referred to as the Vendor of the One Part and M/s. Poddar Projects Limited therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Durgapur, Burdwan in Book No. 1 Volume No.14 Pages 3604 to 3629 Being No. 5770 for the year 2008 the Vendor therein for the consideration and on the terms as mention therein duly sold and delivered to the Purchaser therein ALL THAT the piece and parcel of land measuring an area of 0.50 Acres of land in R.S. Dag No. 775, 0.74 Acres in R.S. Dag No. 775 and 1.87 Acres in R.S. Dag No. 774, 771, 768, 767, 766 and 761 in total aggregating about 3.11 Acres in Mouza Faridpur within Durgapur Municipal Corporation, Police Station Faridpur, District - Burdwan (West Bengal) morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises.



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- R. By virtue of the aforesaid Deed of Conveyance the said Poddar Projects Limited the Owner herein became the Owner of the said premises free from all encumbrances charges lines and lispendencies but subject to the occupation in a portion of the Petrol Pump.
- S. The Owner is desirous of raising construction of multistoried building on the said premises altogether measuring an area of 3.11 Acres. morefully and particularly described in the First Schedule hereunder written.
- T. The Developer being aware of the intention of the owner as aforesaid approached and/or offered the owner to construct the multistoried building/buildings as per building plan sanctioned by the authority on portion of the said premises and the owner has agreed to such offer on the stipulated terms and conditions.
- U. The consideration payable as well as benefits/arrangements to be made for such offer inasmuch as the terms and conditions for such promotion of the building and providing allotted portions and selling the constructed area by the Developer consisting of flats, Car Parking etc. of the said building by the Developer to the intending



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purchasers have been agreed upon by and between the parties.

- V. The Developer being fully satisfied as to the owners good and marketable titles of the said premises and being fully satisfied with the terms conditions and stipulations attached to such promotions of the building and providing owner's allocation and advance money to the owner and selling the flats of the premises to the intending purchasers by the Developer, the owner and the Developer have entered into an Agreement on the terms and conditions appended hereunder.

 THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

**ARTICLE -I : DEFINITIONS.**

In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning as mention hereunder:


- 1.1 **OWNER** shall mean (1) **M/S. PODDAR PROJECTS LIMITED** and its successor or successors-in-interest.



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- 1.2. **DEVELOPER** shall mean **GIRIDHAR PROMOTER PRIVATE LTD.** a Company incorporated under the Companies Act, 1956 having its registered office at 9A, Lord Sinha Road, Kolkata-700017 and its successor or successor-in-interest or assignee.
- 1.3. **PREMISES** shall mean the divided and demarcated portions having an area of 3.11 Acres in R.S. Dag No. 775, 774, 771, 768, 767, 766 and 761 in Mouza Faridpur within Durgapur Municipal Corporation morefully and particularly mention in the First Schedule hereunder written.
- 1.4. **NEW BUILDING/BUILDINGS** shall mean and include the proposed building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Durgapur Municipal Corporation on the said premises or any modification thereof
- 1.5. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the Unit holders and all the its expenses including those in maintenance, operation, repairing,



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renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit in the complex proportionately.

- 1.6. **SALEABLE SPACE** shall mean the all constructed space of the entire area and rights in size, location advantage and marked value of the said Project and/or Buildings forming part of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

- 1.7. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.

- 1.8. **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said Project to be sanctioned by the Durgapur Municipal Corporation together with any modifications and/or alterations which may be necessary and/or required.





ANNEXTURE "A"

1.9. **PROJECT** shall mean the Project undertaken by the Developer on the said premises to be constructed erected and completed in the buildings to have various self contained units apartments and car parking spaces capable of being held and/or enjoyed independently of each other .

1.10 **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said New Buildings or Commercial Project as may be divided by the Architect.

1.11. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to the intending purchasers/ lessee/ tenants.

1.12. **TRANSFeree** shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.

1.13. Words importing singular shall include plural and vice versa.



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- 1.14. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine general shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

**ARTICLE-II (COMMENCEMENT)**

- 2.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

- 2.2 Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement shall remain in full force and effect until such time the said project is completed.

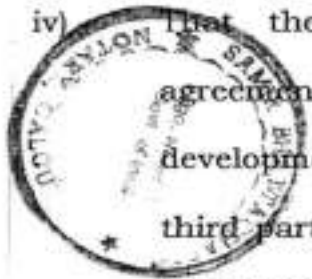
**ARTICLE-III : OWNER'S RIGHT AND REPRESENTATION**

- 3.1. At or before entering into this Agreement the Owner has assured and represented the developer as follows:-
- i) That the owner is the absolute owner having a clear marketable title of the entirety of the said Premises more fully described in the First Schedule hereunder written.



## ANNEXTURE "A"

- ii) That the said premises more fully describe in the First Schedule is free from all encumbrances charges, liens, lispendents, attachments, trusts whatsoever or howsoever .
- iii) That the owner is in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof.
- iv) That the Owner has not entered into any agreement for sale transfer lease and/or development nor has created any interest of a third party into or upon the said premises or any part or portion thereof.
- v) That the owner does not hold any excess vacant land within the meaning of the Urban Land Ceiling and Regulation Act, 1976.
- vi) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the



**ANNEXTURE "A"**

owner in respect of the said premises on any account whatsoever or howsoever.

- 3.2. Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has prima facie accepted the title of the owner but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the owner to cause the same to be corrected and/or rectified entirely at their own cost.

**ARTICLE - IV : DEVELOPER'S RIGHTS**

- 4.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be paid performed and observed the owner has agreed to grant the exclusive right of development and commercial exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the buildings ( G + upper floors) comprising of several self contained units apartments and car parking spaces to be held and/or enjoyed independently of each other.



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- 4.2. **NOTHING** in this presents shall be construed as a demise or assignment or conveyance in law by the owners of the premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter contained.



- 5.1. For the purpose of undertaking development of the said premises the Developer will caused a modified or revised or new map of plan initially consisting of Ground and various upper floor and have the same sanctioned by the Durgapur Municipal Corporation for sanction and make construction of new building and/or buildings on the said premises as per the sanction building plan with such modification in accordance with law and the Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. The Developer shall undertakes that all future fees or other amounts payable in this connection will be paid by the Developer.



**ANNEXTURE "A"**

- 5.2. The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required and the owner hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

**ARTICLE -VI: CONSIDERATION**

- 6.1. That the developer shall be entitled to sale, transfer or otherwise deal with all the constructed area together with the share in the land and submit the statement to the Owner after completion of the sale. The Developer will pay the Owner the consideration as mention hereinafter.

- 6.2. That in so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer the power of attorney in a form and manner as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the owner.



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3. That the owner undertake as per demand of Developer the owner shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer in favour of the developer or its nominee or nominee at the cost of the Developer or its nominee or nominees and the owner agree to join as Vendor in the said Deed of Conveyance to be executed in respect of the constructed space and transfer of the undivided proportionate share of the land in favour of the transferee and the Developer shall join as confirming party in the said Deed of Conveyance.

- 6.4 The Developer out of the Sale proceeds of the Units will pay to the Owner a sum calculated @ of Rs.500/- (Rupees Five Hundred only) per Square Feet towards the share of the Owner's allocation in phased manner. Similarly in the ground floor for Car Parking Space the Developer will pay to the Owner @ Rs.225/- per Square feet for the Car Parking Space sold by the Developer.

#### **ARTICLE -VII OBLIGATION OF THE DEVELOPER**

##### **AND INDEMNITY:**

- 7.1. The Developer shall :
- i) take such steps as are necessary to divert all pipes, wires, cables or other conducting media in,



under or above the project or any adjoining or neighbouring premises and which need to be diverted as a result of the development.

ii) install all electricity, gas, water, telecommunications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.

iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.

iv) give necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified the owner from and against all costs charges claims actions suits and proceedings.



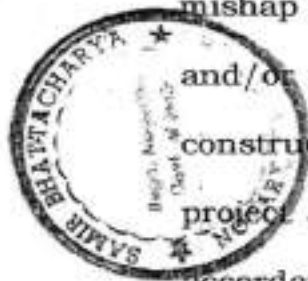


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v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the owners) and has agreed to keep the owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

vi) remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the owner save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.

vii) incur all costs charges and expenses for the purpose of constructing erecting and completing



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the said new buildings in accordance with the said plan.

viii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.

ix. not expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and /or required for the purpose of construction erection and completion of the said project.

**ARTICLE VII****7.1 INDEMNITY**

i) That the Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relative to the construction of the said New building.

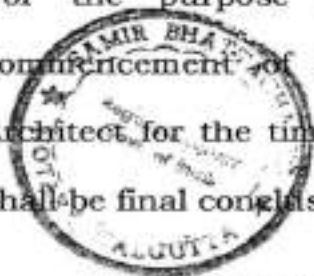


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- ii) That the Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally.

**ARTICLE-VIII : COMMENCEMENT OF CONSTRUCTION  
AND REIMBURSEMENT**

- 8.1. For the purpose of determination of the date of commencement of construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.



**ARTICLE-IX: COMPLETION**

- 9.1 Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting to force majeure as hereinafter appearing the said project shall be constructed erected and completed within and period of Five years from the date of sanction plan in accordance with the said plan ( hereinafter referred to as the



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COMPLETION DATE). For the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

**ARTICLE X: MISCELLENEOUS.**

- 10.1. The Developer shall be entitled to enter into agreements for sale transfer and/or long term lease in respect of the constructed area but it shall be the obligation on the part of the intending purchasers of their respective allocation of the parties hereto shall be liable to contribute various amounts on account of proportionate share or contribution towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and Municipal rates and taxes.



- 10.2. The Developer is entitle to obtain loans from Banks and/or Financial Institutions and/or Private Finances towards the cost of construction of the said project and if necessary can create a mortgaged the land and construction. However it is the sole responsibility to pay such loan.



## ANNEXTURE "A"

Similarly any intending purchasers can also create a charge or mortgage in respect of area/Unit intending to purchase to any Bank financial Institution or private financiers to obtain loan and both such cases the Owners will give full cooperation and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. However it is made clear that Owners will under no circumstances will be liable to pay such loans or any portion thereof.

10.3. AND IT IS HEREBY EXPRESSLY BY AND BETWEEN the parties hereto that the Developer shall be entitled to enter into agreements for sale, transfer and/or lease in respect of the constructed portion in its own name and it will not be obligatory for the owners to be confirming parties and in any event by this Agreement the owners hereby consent to the same.

10.4. All disputes, and differences arising out of or in relation this agreement shall be referred to arbitration under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being to force.



**ANNEXTURE "A"**

- 10.5. Courts of Kolkata alone shall have the jurisdiction to entertained try all action ,suits, proceedings arising out of this agreement.

**ARTICLE- XI OWNER'S OBLIGATIONS**

11. The Owners have agreed:
- i) To co-operate with the Developer in all respect for development of the said premises in term of this agreement.
  - ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
  - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Buildings in accordance with the said plan.



**ANNEXTURE "A"**

- iv) To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.
- v) To execute the Deed of Conveyance/Lease in respect of the Constructed area in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces in the new building.

**ARTICLE XII: PROCEDURE.**

12. The Owner shall execute a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as any be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said new buildings and also for pursuing and following up the matter with the Durgapur Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift Licence, Permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or



**ANNEXTURE "A"**

modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities and for booking and/or entering into agreement for sale.

**ARTICLE XIII : BUILDING**

13.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Third Schedule hereunder written and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

13.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the fifth schedule hereunder written.





13.3. It is made clear that the Owner and/or all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T./L.T.Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to the Developer.

13.4. The Developer shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, sand other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees as power of Attorney and other authorities as shall be required by the Developer. Power of Attorney will remain in force until the Municipality or statutory authorities issues of completion Building Certificate and all the conveyance of the various Unit Holder are executed and registered.



## ANNEXTURE "A"

- 13.5. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the Project and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 13.6. All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 13.7. The owner shall not cause any obstruction or interference to the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of the Owners will obstruct or create any problem or difficulty in such construction.



ANNEXTURE "A"

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the piece and parcel of land together with structure being petrol pump, office building, godown, one storied twenty-five residential building / quarters together with land appurtenant thereto which comprise of 1992 Sq.ft. pacca structure, 15800 Sq.ft. structure with tin roof, 18545 Sq.ft. tile roof for residential quarter, situated and constructed in a portion of land together with All that piece and parcel of land measuring an area about 0.50 acres of land in R.S.Dag No. 775 of G.T. Road facing and also an area of land measuring about 0.74 acres in R.S.Dag No. 775 of back side facing and an area of land measuring about 1.87 acres in R.S.Dag No. 774, 771, 768, 767, 766 and 761 in total aggregating about 3.11 acres. in Mouza Faridpur within Durgapur Municipal Corporation, Police Station-Faridpur, District- Burdwan (West Bengal) together with the land on which petrol pump of Hindusthan Petroleum Corporation Ltd. situated as well as right of ownership over the roads and passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO****OWNER'S ALLOCATION**

ALL THAT undivided share of the constructed area in the proposed building to the constructed over the land mention the First Schedule hereunder written together with open space and common



area which has been agree to be sold by the Developer to the intending purchasers and in lieu of the Owner's share the Developer will pay to the Owner a sum calculated @ Rs.500/- per Square Feet of the super built up area. Similarly in the ground floor for car parking space the Developer will pay to the owner @ Rs. 225/- per square feet for the car parking space sold to the Developer.

**DEVELOPER'S ALLOCATION**

**ALL THAT** the entire constructed area in the proposed building to be constructed together with entire land mention in the First Schedule in the said premises together with open space, entire roof and common area and facilities with all locational advantage and market value



**IN WITNESS WHEREOF** the parties have set and subscribe their respective hands, seals the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **OWNER** at Kolkata in the presence of:



For PODDAR P&C LIMITED

*Chiranjit Poddar*

MANAGING DIRECTOR

SIGNATURE OF THE OWNER

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata in the

presence of :

1. Nani Bipul Das  
18, Rabindra Sarani,  
Kolkata-70001.
2. Shashi Bhushan Tripani  
2A, Lord Sinha Road,  
Kolkata-70001

For, Girish Prasad Pvt. Ltd

*N. K. Sharma*

Director

SIGNATURE OF THE DEVELOPER

Drafted by me

*Sivankar Das*  
Advocate.

*Identified by me*  
*Advocate*



Signature (S) of the Executant (S)  
Attested on identification of Advocate

*[Signature]*  
NOTARY

**SAMIR BHATTACHARYA**  
Notary Gov of India  
Regd N. 4/87  
HIGH COURT, CALCUTTA

1 6 SEP 2009

**MR. AWANI KUMAR ROY**  
Advocate  
10, Kiran Shankar Roy Road  
Kolkata-700001.

**AGREEMENT**

DEVELOPER

M/S. GIRIDHAR PROMOTER  
PRIVATE LTD.

AND

OWNER

M/S. PODDAR PROJECTS LIMITED

BETWEEN

DATED THIS      DAY OF      2009

Dated 16 SEP 2009 .....200



*Samir Bhattacharya*

NOTARY, KOLKATA,  
Govt. of India  
City Civil Court Bar Association, Calcutta  
Phone : 2248-1664 (O)

Residence :  
51/C, SAMBHUNATH PANDIT STREET  
BHOWANIPUR, KOLKATA - 700 025  
Phone : 2223-3680 (R)