

WHEREAS the Lessee has applied to the Government of West Bengal (hereinafter referred to as the "GOVERNMENT") for a piece of land mentioned in described in the schedule hereunder written to enable the Lessee to erect a house and building thereon for use for setting up of a Hosiery & Knitting Industries and the Governor has agreed to grant a lease in favour of the lease for the period of 999 years commencing from the date of execution and on the terms and conditions therein appearing.

AND WHEREAS by an Indenture of lease dated the 21st day of June, 1986 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar, in Book No. 1, being Deed No. 5389 for the year 1986, the Governor of the State of West Bengal demised unto the Owner **ALL THAT** the premises measuring approximately 10, 12365 Cottahs at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar, Salt lake, Kolkata 700091 (hereinafter called the said property) for the period of 999 years commencing from the date of execution on the terms and conditions therein mentioned in the said deed of lease.

AND WHEREAS, the Lessee / Owner took possession of the said property from the concerned authority vide possession certificate No. 9 dated 05.12.1986 and constructed one storied structure thereon and is absolutely in possession of the said property.

AND WHEREAS by a Deed of rectification dated the 21st day of February, 1990 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar,

Maha Housing Private Limited
Rabindra Mohan Tower

For TECHNICS

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in Book No. 1, being Deed No. 1337 for the year 1980, the Government of the State of West Bengal rectified the Indenture of lease dated the 21st day of June, 1986 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar, in Book No. 1, being Deed No. 5389 for the year 1986 to enable the Lessee to erect a house and building thereon for use for setting up of a " Manufacturing lamination Core " in Place of" Hosiery & Knitting Industries" .

AND WHEREAS due to dirt of finance and lack of technical expertise the lessee herein could not construct building and/or buildings on the said plot of land the lessee were searching for a reputed Promoter/Developer who would construct multistoried building on the said land under certain terms and conditions inter alia of its own costs and expenses after obtaining necessary sanction from the completed authority and knowing the very intention of the lessee herein the Promoter./Developer herein has approached the lessee to allow them to construct the said proposed multistoried building on their leasehold land premises and represented to the Lessee as follows :

(a) The Developer carries on business of real estate promoters, builders and developers and has expertise and experience in construction work and shall has an sufficient financial resources to start and complete the construction work.

(b) That the Developer shall not create any liability or charge of any nature whatsoever upon the lessee's Allocation of 41% over

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Rabicha Nath Tandi

Director

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...
...
... Developer's Allocation of 59% to complete
the construction work.

(c) That without delivering the possession of the Lessee' allocation, as hereinafter mentioned, to the Lessee, the Developer shall not part with possession of the said land and premises or any part thereof .

AND WHEREAS the Lessee herein given inspection to the Promoter/Developer herein all original papers in respect of the said land premises in question such as original Deed of Lease, Mutation Certificate of the present Lessee, electricity bill in up to date, Tax Receipt in up to date and all other relevant papers and/or documents to the Promoter/Developer herein and agreed to hand over possession of the said land premises bearing No. DN-II, Sector - V of the Bidhannagar (Salt Lake) Kolkata - 700 091, by the Lessee herein to the Promoter/Developer herein along with signing of Possession Letter in favour of the Promoter/Developer herein and the Promoter/Developer has agreed to make construction thereof at their own costs and expenses as per building plan to be sanctioned by the Bidhanagar Municipality and landlord /the Lessee herein shall not make any expenses thereof.

AND WHEREAS, Malika Housing Private Limited, the Developer herein by its Board resolution held on September 1, 2005 has authorized

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Director

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... and to
... in favour of the
Malika Housing Private Limited herein to be registered at the Kolkata
Registration Office .

IN THIS AGREEMENT unless it be contrary to or repugnant to the context the following words and/or expressions shall have the meaning assigned to them as hereafter mentioned.

1. **THE LAND** : shall mean and include all that the premises measuring approximately 10, 12365 Cottahs with a workshop shade . build at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar, Salt lake, Kolkatta 700091 as morefully and particularly described in the Schedule "A" hereunder written and delineated in the Map or Plan hereto annexed thereon bordered **RED**.
2. **THE BUILDING** : shall mean and include the Building and/or structure to be constructed at the said land by the said Developer in accordance with the Plan sanctioned by the appropriate authorities.
3. **COMMON PORTION** : shall mean and include corridors, hall ways, stair-ways, passages-ways, common lavatories, generators room, pump roof, overhead tank, water reservoir, electric room,

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Director

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...and other areas which may be specified for common use and enjoyment of the UNITS hereinafter described.

4. **SUPER BUILT UP AREA** : shall mean and include carpet area, area covered by the walls and the proportionate common service areas necessary for the enjoyment of the carpet area with its amenities thereof and the same is to be determined by the Architect.
5. **THE UNITS** : shall mean the Super Built Up Area available for independent use and occupation in the said building.
6. **GARAGE/ CAR PARKING SPACE** : shall mean covered or open space for parking motor car in the basement and/or the Ground floor of the said building and/or in the open space of the said premises.
7. **LESSEE/OWNER'S ALLOCATION:** shall mean and include 41% super built up area comprising respective units and of the total F.A.R. sanctioned by the appropriate authority of Bidhannagar Municipality. (Building Department) and of the car parking space and open and covered area. The 41% of the building and land shall be provided/ allotted to the lessee /Owner on the basis of supplementary agreement to be executed by the lessee and developer after preparation and approval of plan by the lessee.

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Rabinchandra Nath Tandi

Director

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... shall mean 59% (Fifty nine percent) super built up area comprising respective units together with 59% rights or interest in the land proportionate thereto save and except the Owner's allocation and the common portions including the exclusive. The 59% of the building and land shall be provided/ allotted to the Developer on the basis of supplementary agreement to be executed by the lessee and developer after preparation and approval of plan by the lessee.

9. **THE ARCHITECT:** shall mean such person/s who if any is and/or may be appointed by the Developer for designing planning and supervision of the building to be constructed at the land.
10. **THE BUILDING PLAN:** shall mean such plans as or may be prepared by the said Architect and/or the said Developer for construction of the said building in the said land and approved by the lessee.
11. **PROPORTIONATE SHARE:** shall mean the ratio between the covered area comprised in the said Unit and the total area comprised in the said land and also in all common rights and liabilities including the common portion and the common expenses.
12. **COMMON EXPENSES:** shall mean the expenses for the costs of maintaining repairing redecorating opening, replacing white

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...after completion of the said building by the Developer.

13. **COMMON PURPOSE:** shall mean and include the purpose of upkeep management, administration and protection of the common parts portions areas and facilities for more beneficial use, occupation and enjoyment by the Owners and all other purposes or matters in which the Owners of the different Units in the building have common interest relating to the said building.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the Agreement and in consideration of the sum of Rs. 20,00,000/- (Rupees Twenty Lacs only in total well and truly to Lessee to be paid by the Developer.

LESSEE / OWNER'S ALLOCATION :

The Lessee shall get entire Lessee allocation interalia, 41% (forty One percent) of the total constructed area including entire first floor on the basis of supplementary agreement to be executed by the lessee and developer after preparation and approval of plan by the lessee. which will be sanctioned by the competent authority or Building Department of Bidhannagar Municipality along with the 41% Car Parking Space on the ground floor and roof and all other open and covered space at the said building/ land and premises.

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Rabindra No 41 Tower
Director

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The Developer shall get all that 59% (^{FIFTY NINE} percent) area land and all other open and/or covered area which will remain after deducting the Owner's allocation in the said building and the said land shall remain with the Developer collectively referred to as the Developer's allocation.

PROCEDURE AND DEPOSITS :

1. a) That simultaneously with the execution of this agreement, the Developer has paid a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand) only to the lessee.

b) That within Six months, from the date of the execution of this agreement or on the sanction of the plan whichever is earlier the Developer shall pay a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand) only to the lessee

c) That after eighteen months from the date of execution of this agreement the Developer shall pay a sum of Rs. 5,00,000/- (Rupees Five Lacs) only

(d) Interest free Refundable Security Deposit: That the aforesaid payment of a sum of Rs 20,00,000/- (Rupees Twenty Lacs) only in total is the interest free refundable security deposit to secure the due performance of the terms and conditions of this Agreement and shall be repaid to the developer by the lessee immediately upon receiving the Lessee allocation .

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Director

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The Lessee hereby grant exclusive right to the Developer to built and construct and complete the building the Developer's allocation in its own behalf and also on behalf of the Purchasers of the Developer's allocation.

3. The Developer shall at its own costs, charges and expenses appoint the architect engineers, surveyors and prepare the building Plan and obtain maximum permissible F A R sanction from the Bidhannagar Municipality and all other appropriate authority or authorities. All expenses, incurred by the Developers shall be borne by the Developers exclusively.

4. That if the maximum permissible F A R sanction or 41% area whichever is more as aforesaid is sanctioned, the Developer shall be entitled to demolish the existing structure and the Lessee shall deliver vacant possession for the purpose of construction.

5. That before starting construction, the Developer shall take all necessary permission, approval or sanction as may be required under the Law and in case any accident or any untoward incident takes place during construction, the Developer shall be solely liable and responsible for same and shall be bound to compensate and/or settle the dispute with the person affected.

6. That during construction or at any time if the property of the lessee/occupiers is damaged due to any act or omission of the Developer, the Developer shall be liable to settle the dispute and/or

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...shall in no way liable for the same.

7. The Developer shall upon execution of these presents and after preparation and sanction of the Plan by the said Bidhannagar Municipality and/or appropriate authority shall be at liberty to enter into Agreement for sale of undivided share with the prospective or intending Purchaser or Purchasers in accordance with the terms and conditions as stipulated in this Agreement without creating any liability upon the Lessee and without any privity of contract with the Lessee. The said agreements shall be binding upon the Lessee only after receiving possession of Lessee allocation.

8. The Developer if affected by *Force Majeure* condition shall forthwith notify the other party of the nature and extent thereof and shall make best efforts to mitigate such condition. If the condition in question prevails for a continuous period in excess of 60 days, the parties shall enter into bona fide discussion with a view to alleviating its effect or to agreeing upon such alternative arrangement as may be fair and reasonable.

LESSEE/OWNER'S OBLIGATIONS :

1. The Lessee shall simultaneously with the execution of these presents deliver vacant and peaceful possession of the said land/premises to the Developer .

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Rabindra Nath Tandi
Director

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The Lessee warrants to the Developer that the said land is free from all encumbrances, charges, liens, dispendens, acquisition and/or requisition by any of the appropriate authorities.

3. The Lessee shall approve, sign, execute, verify, affirm and declare all plans, designs, specifications, statements particulars, affidavits or declarations as may be required for obtaining sanction of the said Plan to construct and complete the building. However, the Developer may also as the Constituted Attorney sign such papers, documents and applications.

4. That after obtaining possession of Lessee' allocation complete in all respect and on fulfilling all the obligations by the Developer. The Lessee shall execute necessary deeds of Conveyance and/or transfer of any nature as may be required by the Developer in favour of the Purchaser or Purchasers of the Units other than Lessee' allocation of the proportionate 41% undivided share or interest in the land and on the Building to be constructed pertaining to the Developer's allocation and shall also execute all necessary deeds and documents which may necessary for perfecting the title of the Purchaser's of the Developer's allocation which the Developer as the Confirming Party in all such deeds and documents. However, in no event the Developer shall be entitled to part with possession of any area of the said land and premises before delivery physical possession of the Lessee' allocation to the Lessee.

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3. After Lessee receiving vacant and peaceful possession of the Lessee' allocation complete in all respect from the Developer, the Lessee shall bear and pay regularly and punctually all Municipal Rates, Taxes, Duties, Impositions and other outgoing whatsoever in respect of the Lessee' allocation.
6. Upon receipt of completed vacant and peaceful possession from the Developer the Lessee' allocation the Owner shall also punctually bear the proportionate common expenses of the building in relation to the common portions thereof.
7. The Lessee hereby delegate all powers and authorities to the Developer for the purpose of obtaining sanctioned building Plan and necessary permission from different authorities in connection with the construction of the building and for entering into necessary agreement with the prospective Purchasers of the Developer's allocation of any part or parts thereof subject to the terms and conditions contained herein.
8. The Lessee shall bear and pay the following :-
- (a) Share Capital for membership of co-operation or Society or Organisation to be formed on mutual Agreement.
 - (b) Proportionate costs and expenses relating in the registration of the deeds and documents required for the formation of the maintenance organisation.

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Director

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The Lessee shall execute a Power of Attorney in favour of the Developer to enable the Developer to represent the Owner before the appropriate authorities and/or other concerned persons for sanction of the plans of the said building.

10. All costs, charges and expenses for fixtures and fittings in the Lessee allocation in the building shall be borne and paid by the Developer and in case any special fitting or fixtures is desired by the Lessee, the Lessee shall be liable to pay the difference of the said amount.

DEVELOPER'S OBLIGATION :

1. The Developer shall prepare or cause preparation of necessary building plans by the said Architect or an other person or agency at the discretion of the Developer submit the same before the Bidhannagar Municipality and/or any appropriate authority for sanction of the same at their own costs and expenses. The Developer shall take all necessary steps and get the said plan sanction by the Bidhannagar Municipality and/or other appropriate authorities within a of six months from the execution of this Agreement.
2. The Developer shall complete the construction and shall deliver peaceful and vacant possession of the Lessee' allocation complete in all respect to Lessee within 24 (twenty-four) months from the date of the sanctioned Building Plan and within the grace period of six months to be calculated after expiry of the aforesaid 24

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Twenty-four months from the date of the sanctioned Building Plan. In default of complete the construction and to deliver peaceful and vacant possession of the Lessee' allocation complete in all respect to Lessee within 24 (twenty-four) months from the date of the sanctioned Building Plan, and within the grace period of six months to be calculated after expiry of the aforesaid 24 (twenty-four) months the developer has to pay a sum of Rs 31,000/- per month as compensation to the Lessee.

3. All costs and expenses incurred and/or to be incurred in respect of proceeding and preparation and/or allocation of plans and other papers and documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities including the Bidhannagar Municipality Architect's fees charges and all expenses required to be deposited paid for exploitation of the said land shall be borne and paid by the Developer without making the Lessee liable for the same or any part thereof in any manner whatsoever.
4. All applications, plans, petitions, deeds, documents and other papers as may be required for the purpose of sanction of building Plan shall be made by the Developer at its own costs and expenses.
5. The Developer shall within 90 days upon having the sanctioned plan at its own costs commence construction, erection and complete the building at the said premises with the general specification mentioned in Schedule hereunder written.

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That the time for performing the respective obligations shall be the essence of the contract.

7. The Developer at its own costs shall install and erect in the building, pump, tap connection for obtaining Bidhannagar Municipality. water storage tanks, overhead reservoirs, electrification permanent and/or temporary electric connection from the West Bengal state Electricity Board as the case may be in accordance with the specification and drawings provided by the Architect.
8. The consumer security deposit and the service charges by the WBSEB and the proportionate cost for installation of Electrical Sub-Station including transformer relating to building shall be borne and paid by the respective buyer of the unit but initially the same shall be paid exclusively by the Developer.
9. As soon as the Lessee' allocation in the said building is completed in all respect, the Developer shall give written notice to the Lessee requesting the Lessee to take possession of the Lessee' allocation and shall simultaneously with the handing over of the said Lessee' allocation furnished to the Lessee all necessary completion certificates, true copies of the sanction Plans and all other necessary papers in regard thereto. Be it clearly mentioned here that only after giving the possession of the Lessee' allocation to the Lessee' allocation to the Lessee, the Developer will part with

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10. The Developer shall construct and complete the entire Building within 24 (twenty-four) months from the date of the sanctioned Building Plan.
11. The Developer shall constantly try its best endeavour to prevent delay and shall do all acts, deeds and things that maybe reasonably required for overcoming the reasons beyond the control of the Developer and shall under no circumstances unless prevented by force majeure exceed the stipulated time of twenty-four) months.
12. The Developer undertakes to keep the Lessee indemnified against all Third Party claims and actions arising out of any sources of act or commission or commission of the Developer in or relating to the construction of the building or otherwise during the course of such construction.
13. The Developer shall take every precaution and shall provide everything necessary for proper execution of the work and shall supply fix and maintain during the execution of any work all the necessary scaffolding, staging, planking, timbering, shuttering, shorting pumping, fencing, hoarding, watering and lighting by night as well as day time for proper execution and protection of the workers and staff of the Developer.

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The Developer shall take out and remove all centring scaffolding, staging, planking, timbering, shuttering and shorting as occasion shall require and shall fully reinstate and make good the matters and things disturbed during the execution of the work.

15. It shall be the responsibility of the Developer to unload and store all construction materials as the Developer may deem fit and proper. The Developer as required to provide and maintain and keep in his custody and responsibility all tools equipments and instruments necessary to perform its work and shall provide all fuels and lubricants for operation and maintenance required for the purpose of construction and shall not hold the Lessee liable for any loss damages and/or pilferage of any of the materials.
16. The Developer shall arrange for procuring all construction materials required to execute the work.
17. The Developer shall engage a proper site supervisor to be in-charge for the work with information to the Lessee :
 - (a) The Lessee shall not enter into any Agreement and/or execute and deeds or documents grant, lease mortgage and/or charge the said land or any part or portion thereof with anybody other than the Developer until the building is fully completed and the Lessee' allocation is attributed to the Lessee whereupon the right to deal with or dispose of by the Lessee shall be the said Lessee allocation only but always subject to Developer's fulfilling its/his obligation in time.

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The Lessee shall have no right, title, interest claim whatsoever in the consideration received by the Developer or its nominee/s out of the Developer's allocation.

- (c) The Lessee shall not in any way interfere or disturb with the quiet peaceful the period of construction unless the span of the said construction exceed the stipulated period of 24 (twenty-four) months as stated hereinabove and/or the terms and conditions of this Agreement is violated by the said Developer.
- (d) After the building is completed and upon the Lessee allocation is delivered and handed over, the Lessee shall not in any way disturb or interfere with the quiet peaceful and vacant possession of the Developer and/or the Purchasers of the Developer's allocation in the Building.
- (e) That unless any breach of any of the terms herein committed by the Developer. The Lessee shall not do any act, deed or thing whereby the Developer may be prevented from constructing completing and/or erecting the building or any part thereof provided however the Lessee shall be able to act in terms of the condition and stipulation stated in this Agreement.
- (f) The Lessee shall not do any act, deed or thing whereby the Developer may be prevented from selling, assigning, transferring conveying and/or disposing off any portion of the Developer's allocation in the new building under otherwise expressly provided

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Director

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- (g) The Lessee shall not decorate the exterior of the Lessee' allocation otherwise than in the manner agreed to by a majority (in accordance with the area owned by the Co-lessee of the building).
 - (h) The Lessee shall not engage and/or appoint any other contractor for construction and/or completion of the Building or any part/s thereof and except it the circumstances mentioned in this Agreement.
 - (i) The Developer shall not directly or indirectly assign and/or transfer this Agreement without the prior consent in writing of the Lessee.
18. That all cost charges and expenses including stamp duty and registration fee for execution and registration of this agreement and/or deed of conveyance in respect of the Developer and lessee allocation shall be borne paid and discharged by the respective purchasers exclusively.

DEVELOPER'S RESTRICTIONS:

- 1. The Developer shall not do any alteration or modification in the Units allocated to the Lessee being the Lessee' allocation from the Plans as approved by the Lessee without any previous written consent from the Lessee, unless the Developer is prevented from change of law or the rules and regulations bye-laws or any other

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DEFAULTS AND PENALTIES :

1. If the Lessee fail and/or neglect to execute the necessary Deed of Conveyance in favour of the Purchasers of the Developer's allocation or any person under the Developer as may be advised by the Developer than the Developer will be at liberty to sue the Lessee under the provision of specific performance Act to implement of this Agreement and also for cost charges and expenses that may be incurred by the Developer thereon for immediate payment by the Lessee of all sums paid by the Developer to the Lessee.
3. If the Developer fails and/or neglects to complete the building within the period mentioned in this Agreement , the developer has to pay a sum of Rs 31,000/- per month as compensation to the Lessee or the Lessee will be at liberty to construct and complete the building treating this Agreement cancelled and/or terminated and without any further reference to the Developer and forfeiting all sums paid by the Developers to the Lessee.

ARBITRATION:

All the disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or building and/or this agreement and/or anything done in pursuance

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in accordance with the
Arbitration and Conciliation Act, 1996 and the decision of the
arbitrator and the award passed therein shall be final and binding
upon the parties.

JURISDICTION:

Only the courts of Calcutta having the jurisdiction over this agreement shall have the jurisdiction in all matters relating to or arising out of this agreement prepared and executed in Misra & Company, Advocate of Room No.45, 10, Old post Office Street, Kolkata.700091.

NOTICE:

Any notice to be served hereunder by either of the parties on the other or others shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authorities by registered post with acknowledgement due at the last known address of the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT the premises measuring approximately 10, 12365 Cottahs with a workshop shade . build at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar, Salt lake, Kolkata 700091 and boundaries as follows :

Malika Housing Private Limited
Rabindra Nath Tandu
Director

For TECHNICS
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Proprietor

ON THE NORTH : By plot No. DN - 10
ON THE EAST : By Plot No. DN - 12
ON THE SOUTH : By Plot No. DN 8 & 7
ON THE WEST : Type VI Road.

SCHEDULE "B" ABOVE REFERRED TO :

(LESSEE ALLOCATION)

ALL THAT piece or parcel of 41% (forty one percent) of the total area which will be sanctioned by the Authority of Building Development Department of Bidhannagar Municipality. of the said building and 41% of all open and covered space and 41% of the ultimate roof of the building to be constructed in the same land of the premises measuring approximately 10, 12365 Cottahs with a workshop shade build at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar Salt lake, Kolkata 700091 within the limit of the Bidhannagar Municipality.

SCHEDULE "C" ABOVE REFERRED TO :

(SPECIFICATION OF WORK)

CONSTRUCTION: R.C.C. Frames with thick brick work in cement

FLOORING : Vitrified Tiles

TOILET : Vitrified Tiles flooring, glazed Tiles upto 6

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Director

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The Developer shall make arrangement for 24-
hours water supply.

DOOR

; Frames of Good Quality Sal Wood and
Pheneol Bonded Flush doors with lock and
door bolt painted with premier.

WINDOW :

Anodised Aluminum Sliding doors with Glass
panels.

PAINTS :

All walls, partition walls, ceiling etc. to be
finished with plaster of paris and water proofing
cement with coats of synthetic primer over
cement printer. All doors and windows will be
finished with synthetic enamel paints over primer
and outside of the building will be finished with
cement based paint (snowcem).

ELECTRICITY: Adequate light with Fan and Plug points.

ELECTRICITY METER: Each Unit will have separate meter in the name
of the member concerned. The security
deposit for the meter shall have to be paid
by the individual members at the rate of
Rs,20,000/- excluding Security deposit.
Transformer charges would be borne by the
Unit holders proportionately.

Maha Housing Private Limited
Rabindra Mohan Tandon
Director

For TECHNICS

S.S. Singh
Proprietor

LIFT : Lift of a reputed make.

WATER SUPPLY : The Developer shall make arrangement for 24-hours water supply. There will be one electrical separated ejects pump to be used for lifting water from deep tube-well to overhead tanks for continuous water supply. Simultaneously there will be an arrangement for Corporation supply.

Sanitary Arrangements : The toilets made in conformity with the relevant Corporation rules. The fittings of the toilets will be suitable and convenient and best quality, i.e. in the each toilets, will be provided one basin with pillar cock. Commode Pan with low-level cistern, one shower taps, one mirror one shelf, one towel rod etc

PAINTING :

All walls, partition walls, ceiling etc. to be finished with plaster of Paris with one coat of synthetic primer over cement printer.

All doors and windows will be finished with

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Director

For TECHNICS
S.S. Singh
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outside of the building will be finished with cement based paint (snowcem).

ELECTRICITY :

Each Unit will have separate meter in the name of the member concerned. The security deposit for the meter shall have to be paid by the individual members.

EXPENSES

stamp duty registration charges and legal fees for preparation of documents shall be exclusively borne by the unit holder

GOVERNMENT TAXES : Any tax or duties Shall be exclusively borne by the unit holder

IN WITNESS WHEREOF the parties herein above set and subscribed their respective hands and seals on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
by **SRI SANKAR LAL SAHA,** the
LESSEE above named at Kolkata
in the presence of:

For TECHNICS
Sankar Lal Saha *S.Saha*
Proprietor

1. *Kalyan kishore*
Son of S.L. Saha
DL. S. 1st + 2nd floor - 91
2. *Kamal Saha*
Son of S.L. Saha
DL 57, Salt Lake, Kol-91
3. *Mohan Kumar gupta*
37, Hem chandra Das Kalyan Road
Kolkata - 700016



SIGNED, SEALED AND DELIVERED
 By **M/S. MALIKA HOUSING PRIVATE LIMITED** the Developer above named through Mr. Rabindra Nath Tandon at Kolkata in the presence of ;,

Malika Housing Private Limited
 Rabindra Nath Tandon
 Director

1. Kalyan kishore
 son of S. K. Saha
 BK-5/2 Salt Lake - 91

2. Kamal Saha
 son of S. K. Saha
 DC, Salt Lake - 91

3. Mohan Kumar gupta
 37, Hemichandrabeshera Road
 Kolkata - 70010



For TECHNICS

S. Saha
 Proprietor

Developer the
sum of Rs. 7,50,000.00 (Rupees Seven
Lacs fifty Thousand only) being the amount received
under the terms and conditions of this Agreement

Rs. 7,50,000.00

MEMO OF CONSIDERATION

- SSSaha
Anand
1. By Cheque No. 133001 dated 2/10/2005 drawn
INDIAN OVERSEAS BANK,
on Bank, CHITTARANJAN AVENUE Branch,

Rs. 7,50,000.00

Total: Rs. 7,50,000.00
=====

(RUPEES SEVEN LACS FIFTY THOUSAND ONLY),

WITNESSES :

1. Kalyan Saha
Son of S.L. Saha
DL-51 Salt Lake city/Kolkata-91

For TECHNICS

SSSaha
Proprietor

2. Anand Saha
son of S.L. Saha
DL 51, Salt Lake, Kolkata-91

Sanku Lal Saha

LESSEE

3. Mohan Kumar Gupta
37, Hem chandra Dasgupta Road
Kolkata-700010

Malika Housing Private Limited
Rabindra Nath Tondra
Director