

Gostimeen

M/S. KAJAL SAMADDAR

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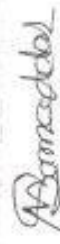
Developer will sale part/parts of the Developer's allocation in future be entitled to change and/or modify the name of the building.

**IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND THE DEVELOPER AS FOLLOWS :-**

- 1) That as soon as the building is completed the Developer shall give written notice to the LAND OWNER after completion of the construction work of the new building to take possession of their allocation in the building after 7 (seven) days from the date of service of such notice and at all times thereafter the LAND OWNER shall be exclusively responsible for the payment of all municipal and property taxes, rates , duties and other public outgoings and imposition whatsoever payable in respect of his allocation. The said rates to be appointed pro-rate basis with reference to the salable space in the building if he will be levied on the Building as a whole.
- 2) That as and from the date of service of notice of possession the LAND OWNER shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the LAND OWNER allocation , such charges are to include proportionate share of premium for the insurance of the building water fire and scavenging charges and taxes, light, sanitation repair and renewal charges for management of the common facilities , renovation, replacement and maintenance charges and expenses for the building and of all common wiring pipes electrical and mechanical equipments one set pump & motors and other electrical and mechanical institution appliances and equipments stairways , corridors , halls , passageways , parkways and other facilities etc. if any additional insurance premium costs and expenses by way of

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land maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the LAND OWNER allocation or any part thereof, the LAND OWNER shall be exclusively liable to pay and bear and reimburse such additional cost and expense to the Developer.

3) That the LAND OWNER shall not do any act deed or thing whereby the Developer shall be prevented from the construction and completion of the said Building as per sanctioned plan provided the Developer abides by rules regulations clauses and/or by clauses of this Agreement.

**THE LAND OWNER HEREBY AGREED AND CONVENANT WITH THE DEVELOPER AS FOLLOWS :-**

- i) Not to cause any interference or hindrance in the construction of the said Building at the said premises by the Developer.
- ii) Not to do any act or things whereby the Developer may be prevented from entering into any agreement for sale or transfer selling, assigning and/or disposing of any of the Developer allocated portion in the Building at the said premises.
- iii) Not to let out grant, lease, mortgage, and/or charge the said premises or any portion thereof.
- iv) To remain bound to execute all agreements for sale, Deed of Conveyance and/or transfer concerning Developer's allocation and shall remain bound to execute a General Power of Attorney empowering the Developer or Developer's Agent to execute all such agreements for sale or transfer for and on behalf of the Land Owner's concerning Developer's allocation of the Building at the said premises.



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**THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNER AS FOLLOWS :-**

1) To hand over the possession of LAND OWNER' allocation as per **SECOND SCHEDULE** of this Agreement within **20 (twenty) months** from the date of sanctioning of the plan or the Land Owner's making over vacant possession of the said premises whichever is later, here it is also declare that if at any stage the developer is not in position to hand over the said premises within stipulated period then the Land owner has also agreed to give six months grace period for handing over possession.

**LIQUIDATED DAMAGES AND PENALTY :-**

1) The parties hereto shall not be considered liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force major conditions i.e. flood , earthquake , riots , war , storm, tempest civil commence strike and/or any other act or commission beyond the control of the parties hereto.

2) In the event of the LAND OWNER committing breach of any of the terms or conditions herein contained or delaying in delivery of possession the said premises as hereinbefore stated the Developer shall be entitled to payments of and the LAND OWNER shall be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed provided however if such delay continue for a period of 1 (one) month then in that event in addition to any other right which the Developer may have against the LAND OWNER, the Developer shall be entitled to sue the LAND OWNER for specific performance of this agreement/contract or to rescind this agreement and claim refund of all the moneys

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paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.

3) In the event the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the LAND OWNER or Land Owner' agents , servants , representatives or any person claiming any right under the LAND OWNER then and in that case the Developer shall have the right to claim refund of all sums paid by the Developer to the LAND OWNER in the meantime together with interest at the prevailing Bank rate per annum and shall also be entitled to claim damage and losses which the Developer may suffer but the Developer's right to sue for specific performance of this contract /agreement shall remain unaffected.

#### ARBITRATION :-

In case of any dispute between the parties hereto will regard to the development of the said premises or with regard to the interpretation of any clause of this agreement or in the event of any other disputes of any nature whatsoever or howsoever arising out of or in connection with this agreement and/or the development of the premises. The party raising the disputes shall serve a notice on the other party by Registered post with A/D at the address herein before mentioned giving details of the disputes raised , within 15 (fifteen) days of the receipt of the said notice, the parties shall try and settle the dispute amicably in a joint meeting. In the event the dispute is not/cannot resolved as such meeting or such extended time as may be agreed upon in writing either party may then refer the dispute to arbitration under the provisions of Arbitration & Conciliation Act 1996 (The Act) or any amendment thereof. The said dispute shall be adjudicated



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by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint and umpire at the commencement of the reference.

**Extra Work: -**

Any extra work other than this standard schedule shall be charged extra as decided by the Developers authorized Engineer, such amounts shall be deposited before execution of such work.

**Registration Cost :-**

The Land Owner is agreed to pay all registration Expenses including Advocate fees for registration in the name of LAND OWNER for better enjoyment of proposed unit of Landowner allocation.

**JURISDICTION :-**

All courts having competent jurisdiction over the said premises and the Kolkata High Court shall have the jurisdiction to entertain and determine all disputes, actions, suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the property of Land Owner)**

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**ALL THAT** piece and parcel of revenue paying Rayatdakhali 'Bastu' land measuring about more or less 02 (two) Cottha, 12 (twelve) Chittaks 00 (zero)

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square feet, with brick build Pucca roofed and Cement floored single storied building thereon measuring about more or less **400 square feet** covered area, together with facility of electricity and water connection, in in **R.S. Dag No 647**, under C.S. Khatian No 254, R.S. Khatian No 254, modified khatian no 167, New Khatian No 5676, of Mouza -Chanak, J.L. No 4, Re.Su. No 39, Touzi No 2998, LOT- B1- C.S. Plot. 287 under Municipal Jurisdiction of Barrackpore Municipality, War No 22, Holding No 39(22) Sahid Mangal Pandey Sarani, Barrackpore, A.D.S.R.O. Barrackpore, District - 24 Parganas, Kolkata - 700120, in the state of West Bengal, is part of the agreement which is butted and bounded as follows :-

- On The North :- Land and building of Mr.Sarkar.  
 On The South :- 12 wide Municipal Road.  
 On The East :- Manjulika Appartment.  
 On the West :- Sahid Mangal Pandey Sarani.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(LAND OWNER Allocation)**

The Land Owner of this Agreement will get **entire second floor** measuring about more or less **1100 square feet** covered area (excluding common area) and one **shop room** No. 01 measuring about more or less **144 sq.ft.** (with 9 feet front) carpet area at **Ground Floor, South West Corner**, after completion of the construction work of "MAYA VILLA" as per specifications more fully and particularly mentioned and describe in the **FIFTH SCHEDULE** hereunder written having undivided impartible proportionate share or interest in the Land underneath the said building and/or common facilities, and amenities of the **Multi Storied** building to be constructed on the land more fully stated in the **FIRST**

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SCHEDULE in accordance with the sanctioned Building Plan to be sanctioned by Municipal Authority.

Beside the above said allocation the **Land Owner** will also get **Rs. 60,00,000/- (Rupees sixty lakh) only** from the Developer as per **THIRD SCHEDULE** hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Payment Schedule)**

The Developer has paid to the Land Owner amounting **Rs. 60,00,000/- (Rupees sixty lakh) only** as follows:-

1. Before execution of this agreement and hand over of Possession **Rs. 5,00,000/- (five Lakh ) only.**
2. After roof casting of First Floor **Rs. 25,00,000/- (twenty five lakh) only.**
3. At the time of hand over possession of land owner allocation **Rs 30,00,000/- (thirty lakh) only.**

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Developer allocation)**

The Developer's allocation shall mean ALL THAT constructed area of the proposed **Multi Storied** building containing self-contained residential flats, commercial shops , office space , garages, warehouse and other space having undivided un demarcated impartible proportionate share or interest in the land underneath the said residential flats , commercial shops, office space garages, warehouse and other space attached thereto and available with the building and/or common facilities of the **Multi Storied** building situated and standing on the land

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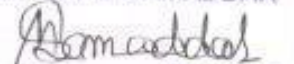
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more fully stated in the **FIRST SCHEDULE** with absolute liberty to deal with and/or dispose and/or transfer of the said allocation/area/portion according to the Developers sole discretion for all times to come thereafter save and except the Land Owner's allocation as more fully described in the **SECOND SCHEDULE** of this agreement written hereinabove.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION)**

Structure :	RCC Frame Structure with ante termite treatment in foundation, Cement to be use Acc, Ultra Tech, Ambuja
Super structure :	R.C.C. framed structure with R.C.C. Columns and 4" thickness Slabs
Elevation :	Modern elevation
Brick work :	Save and except balcony wall all outside wall will be made by 8 inches thick quality brick and all partition wall between two units will made by 5 inches brick and other wall should be made by 3 inches brick.
Interior Finish of Wall & Ceiling :	All the interior Walls of the building will be finished with cement plaster and wall putty.
External Finish :	Cement Plaster and weather coat paint by certified paints company and other effects as applicable.
Doors and Hardware :	1. Quality sal wood frames for all doors except toilet doors. 2. main door made of solid wooden door and others doors made by plain flush doors.

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	<p>3. Toilets door made by PVC frame and PVC palla.</p> <p>4. Main door will be decorate by steal handles, and internal lock, and others door (s) will be decorate by steel handle and hasbolt .</p> <p>5. one collapsible gate in front of main door.</p>
Windows :	Aluminum Palla windows with clear glass fittings or wooden Palla window.
Flooring :	All residential floors will be furnished by marble floor or marbonite tiles and garage or commercial floor will be finished by cemented.
Kitchen :	8 feet black stone kitchen table with green polished marbel with stainless steel sink and 4ft height wall tiles above the kitchen table, along with one pillar and one sink cock will be provided in every kitchen room of residential unit.
Bathroom :	Internal pipe with G.I Pipes, and outside with Pvc pipes, CP Fittings, all wall of master bath room will be made with digital wall tiles upto 6 ft. height from floor label and Sanitary wire with WC with PVC cistern along with gizer point, one wall mixture cock, one pillar cock, one head shower will be provided in every common bathroom of residential unit, and all attach bathroom will be decorated by one wall cock, with PVC cistern and WC.
Dining room	One pedestal basin along with one basin cock will be provided in dining room.

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