

s) That the Land Owners shall deliver or cause to be delivered to the Developer all the original Title Deeds , existing sanction building plan up to date tax receipt, R.S. & L.R. record of Right , Khazna receipt upto date and other necessary papers relating to the said premises simultaneously with the execution of these presents.

t) That the Land owners shall do , execute or cause to be done or execute all such further deeds matter and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Land Owners including any such additional power of attorney or agreement and/or authorization as may be required by the Developer.

u) The Land Owners shall remain bound to put their signature photo , Finger impression for the registration of several conveyance in future of the intending/prospective purchaser/buyers of flats/shops/garages/office space and other units commencing the Developer's allocation and in all such conveyances the Developer shall join as confirming party PROVIDED HOWEVER that the Land Owners as Vendors/Land Owners in all such conveyance, shall not claim and/or be entitled to receive any amount being the proportionate land value for which they will receive payment from the Developer as per the Third Schedule hereunder written and also obtain constructed area from the Developer as Land Owners allocation equivalent to land value and accordingly proportionate land value as shall be indicated in all such conveyance shall be demand to have been acknowledge having received by the Land Owners. The entire transaction relating to the conveyance as previously mentioned have been agreed to done any time as desired by the Developer.

v) That the Land Owners and the Developer hereby declared that he/she/they have entered into this agreement purely as a contract and nothing contained herein shall be demand to construe as Partnership between them or as a joint Venture in any manner nor shall the parties hereto constitute on Association of Persons.

M/S. KAJAL SAMADDAR
Samaddar
Proprietor

Handwritten notes:
F) Jyoti Chatterjee
F) Umesh Chatterjee

Handwritten notes:
F) Bihari Chatterjee
F) Sandip Kumar Chatterjee
F) Debjani Chatterjee

M/S. KAJAL SAMADDAR
Samaddar
Proprietor

w) The said building shall be known as "CHATTERJEES" and neither the Developer or the Land Owners or any such party/person/persons to whom the 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 OWNERS AND THE DEVELOPER AS FOLLOWS :-

1) That as soon as the building is completed the Developer shall give written notice to the Land Owners 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 Owners 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/her/their allocation. The said rates to be appointed pro-rate basis with reference to the salable space in the building if he/she/they will be levied on the Building as a whole.

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D) 5/10/2017
F) 5/10/2017
P) Chandra chit Chatterjee

2) That as and from the date of service of notice of possession the Land Owners 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 Owners 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 land maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the

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M/S KAJAL SAMADDAR
Proprietor
B Samaddar
M/S. KAJAL SAMADDAR
B) Sandeep Kumar Chatterjee
C) Babjani Ghatak

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M/S. KAJAL SAMADDAR
B Samaddar
Proprietor

allocation then the Land Owner will agree to provide twelve month elegance period after completion of said thirty six months.

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 majeure 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 Owners 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 Owners 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 Owners, the Developer shall be entitled to sue the Land Owners for specific performance of this agreement/contract or to rescind this agreement and claim refund of all the moneys 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 Owners or Land Owner' agents , servants , representatives or any person claiming any right under the Land Owners then and in that case the Developer shall have the right to claim refund of all sums paid by the Developer to the Land Owners 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.

D) ११०१६५६३
E) ११०१६५६३
F) ११०१६५६३

M/S. KAJAL SAMADDAR
Samaddar
Proprietor

A) ११०१६५६३
B) ११०१६५६३
C) ११०१६५६३

M/S. KAJAL SAMADDAR
Samaddar
Proprietor

4) **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 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.

20/10/2016
 P. Sandip Chatterjee
 P. Chandra Mohan Chatterjee

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.

M/S. KAJAL SAMADDAR
 Proprietor
 Samaddar

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the property of Land Owners)

ALL THAT piece and parcel revenue paying 'Bastu' land in R.S. Dag No 6632 under R.S. Khatian No 1369 & 292 measuring about more or less 27 decimal, and " 500 square feet pucca R.C.C. building thereon for residential purpose and R.S. Dag No 6633, under R.S. Khatian No 1369 & 292, and all that piece and parcel of 'Bastu' land measuring about more or less 29 decimal, totaling 56 decimal land of

P. Prithvi Chatterjee
 P. Sandip Chatterjee
 P. Dabjani Chatterjee

M/S. KAJAL SAMADDAR

Samaddar
 Proprietor

Mouza Chanak, J.L.No 04, Re. Su No 39, Touzi No 2998, North 24 Parganas, Kolkata - 123, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No. 12, holding no 18(6) Vivekananda Road, District North 24 parganas, Kolkata 700123, which is butted and bounded as follows :-

ON THE NORTH :- 12 feet wide Municipal Road

ON THE SOUTH :- 12 feet wide Municipal Road & R.S Dag No. 6630

ON THE EAST:- 12 feet wide Municipal Road & R.S. Dag No. 6625 & 6673

ON THE WEST :- Eastern Railway Track

THE SECOND SCHEDULE ABOVE REFERRED TO

(Land Owners' Allocation)

The Land Owners of this Agreement will jointly get Two Flats measuring about more or less 750 square feet covered area (1000 square feet Super built up area) each at First Floor (South - East) side and First Floor (South - West) side respectively, and another Two Flats measuring about more or less 750 square feet covered area (1000 square feet Super built up area) each at Second Floor west side, after completion of the construction work of "CHATTERJEES" 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 commercial area and/or common facilities, and common Lift facility of the Ground Plus 3 storied building to be constructed on the land more fully stated in the First Schedule in accordance with the sanctioned Building Plan.

Beside the above said allocation the Land Owners of this agreement will also get Rs. 3,65,00,000/- only (Rupees Three Crore Sixty Five Lakh Only) from the Developer as per Third Schedule hereunder written.

১) ৭৫০ বর্গ ফুট
২) ৭৫০ বর্গ ফুট
৩) ৭৫০ বর্গ ফুট
৪) ৭৫০ বর্গ ফুট
৫) ৭৫০ বর্গ ফুট

M/S. KAJAL SAMADDAR

Bomaddar
Proprietor

১) ৭৫০ বর্গ ফুট
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৫) ৭৫০ বর্গ ফুট

[Signature]

M/S. KAJAL SAMADDAR

Bomaddar
Proprietor

THE THIRD SCHEDULE ABOVE REFERRED TO
(Payment Schedule)

The developer has agreed to pay the amounting Rs 3,65,00,000/- only in Following manner :-

Sl. No.	Time of Payment	Amount of Payment
1.	On or before execution of agreement	Rs. 3,00,000/-
2.	Within 30* September' 2016	Rs. 7,00,000/-
3.	On completion 10% of Construction	Rs. 20,00,000/-
4.	On completion 20% of Construction	Rs. 30,00,000/-
5.	On completion 40% of Construction	Rs. 50,00,000/-
6.	On completion 60% of Construction	Rs. 70,00,000/-
7.	On completion 80% of Construction	Rs. 90,00,000/-
8.	On or before the date of possession	Rs. 95,00,000/-

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Developer allocation)

The Developer's allocation shall mean ALL THAT constructed area of the proposed **Ground plus three storied** building containing self contained residential flats, commercial shops , office space , garages 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 and other space attached thereto and available with the building and/or common facilities of the **Ground plus three storied** building situated and standing on the land 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)

Foundation: - R.C.C. Foundation.

Superstructure: - R.C.C. framed structure with R.C.C. Columns and 4" thickness Slabe .

M/S. KAJAL SAMADDAR

Bomaddal
Proprietor

Handwritten notes in Hindi:
→ अर्थात् 30* सेप्टेम्बर 2016
→ अर्थात् 30* सेप्टेम्बर 2016
→ अर्थात् 30* सेप्टेम्बर 2016

M/S. KAJAL SAMADDAR
Bomaddal
Proprietor

Handwritten notes in Hindi:
→ अर्थात् 30* सेप्टेम्बर 2016
→ अर्थात् 30* सेप्टेम्बर 2016
→ अर्थात् 30* सेप्टेम्बर 2016

Walls: - 8" thick brick wall on external face and 5" & 3" thick partition wall with cement mortar.

Flooring :- ALL Floor of Flat will be marble finished and 6" high skirting from flooring and Floor of Garage will be cement finished and 6" high skirting from flooring.

Doors : main door of flat will be made by wooden palla with fittings and others doors made by flash door with fittings, and one PVC door for bath room or toilet and one Shutter in front side of the proposed Garage room with fittings.

Electrification : Concealed wiring on ceiling and walls up to all Switch Boards having adequate 5 nos. of points on each room and 5 nos point in garage room with facility of Electric meter, but light and other required fittings will be provided by the Land Owners.

Outside Work : outside wall will be finished with cement plaster and one Coat Cement Primer & Two coat weather paint. Outside common areas will be finished by net cement.

Interior Finish of Wall & Ceiling : All the interior Walls of flat will be finished with cement plaster and wall putty and common garage Room will be finished with cement plaster and one coat primer.

Common electrical point - such as for lightening of stairs common corridors and entrance passage at Ground Floor , parking space and pump for overhead reservoir shall also be provided. The Developer will complete the electrification work of each Room including individual main switch of the meter room. For individual and common electrical facilities along with connection charges including installation materials from C.E.S.C. or W.B.S.E.D.C.L. upto the main meter room, infrastructure development cost security money transformer installation charges and other quotation charges. If the Land Owners take possession of his/her/their allocation before getting individual electric connection from C.E.S.C. Ltd. or W.B.S.E.D.C.L. then he/she/they must pay the monthly electric charges extra for enjoying the electricity in his/her/their unit and common facilities. The Developer shall decide the charges of the electricity for the interim period.

Common Lift: - for escalation of every unit owner/occupier from ground floor to upper floor a common lift shall also be provided .

1) 4/18-24/10/15
 2) Sandip Kumar Chatterjee
 3) Debjani Ghatak

M/S. KAJAL SAMADDAR

Rameshwar
 Proprietor

1) 4/18-24/10/15
 2) Sandip Kumar Chatterjee
 3) Debjani Ghatak

M/S. KAJAL SAMADDAR

Proprietor

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 of this agreement are agreed to pay all registration Expenses including Advocate fees for registration in the name of Land owners for better enjoyment of proposed unit of Landowner allocation.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES**

- 1) Drains and sewers.
- 2) Pump Room.
- 3) Open space passages from the building to the main road, foundation, outer walls and outer pipes and other common electrical installation.
- 4) Water supply: Pump operated deep tube well will be utilized for water supply and overhead reservoir will be provided on ultimate roof.
- 5) Lift, lift room, and other accessory for common lift

Handwritten notes in Hindi:
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 2) Pump Room.
 3) Open space passages from the building to the main road, foundation, outer walls and outer pipes and other common electrical installation.
 4) Water supply: Pump operated deep tube well will be utilized for water supply and overhead reservoir will be provided on ultimate roof.
 5) Lift, lift room, and other accessory for common lift

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES**

- 1) All cost of Lighting & maintenance of common areas and also the outer walls of the building.
- 2) The salary of Durwan, security, sweeper etc who may be appointed.
- 3) Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
- 4) All charges and security money to be deposited for the common facilities.
- 5) Municipal taxes and other outgoings save and except those are separately assessed on the respective flats.
- 6) Costs and charges of establishment for maintenance of the building.
- 7) Electric bill for common usages with other flat owners.
- 8) All expenses for use and maintenance of common lift.
- 9) Salary for lift man.
- 10) all cost and expenses for forming society/association/company to be formed by the all unit owner/occupier for the maintenance and

KAJAL SAMADDAR
 Proprietor
 Handwritten signature: Kajal Samaddar

Handwritten notes in Hindi:
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M/S. KAJAL SAMADDAR
 Handwritten signature: Kajal Samaddar
 Proprietor