

in the building and on and from that date, he shall be responsible to pay and bear the service charges for the common facilities in the new building and for the sold area the purchasers of the flats shall bear the service charges for their respective flats as per the Acts as provided by the Apartment Ownership Act, 1972.

2. The service charges shall include insurance, utility charges maintenance of mechanical, electrical, sanitary and other equipment, maintenance and general management of the new building.
3. The developer in consultation with the landowner will frame the scheme of the management, maintenances and administration of the building and all the occupants will abide by all such terms and conditions.

ARTICLE -X
COMMON RESTRICTIONS

- 1) The owner and the developer shall not use and permit the use of his allocated area in the new building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activities and not permit to use thereof for any purpose which may cause any nuisance and harassment to the other occupants of the said building.

- 2) None of the occupiers shall transfer or permit transfer of their allocated areas or any portion thereof unless.
 - a) The transferee has paid all money(s) to the transferor according to the terms and conditions thereof.
 - b) The transferee have given written undertaking to be bound by the terms and conditions hereof and the terms and conditions of the scheme that may be framed for the maintenance of the new building.
 - c) None of the occupier shall be demolish or permit demolition of the structure in their allocated portion thereof.
 - d) The occupiers shall abide by all the laws, byelaws, rules and regulations of the Govt. Authorities, buildings as the case may be.

ARTICLE – XI

OWNER'S OBLIGATIONS

1. The Owner hereby agree and covenants with the developer not to do or cause to be done any interference or hindrance in the construction of the said building on the said property by the developer.
2. The Owner hereby agrees and covenants with the developer not to do any act deed or thing whereby the developer/contractor may be prevented from selling, assigning

and/or disposing of any of the developer's allocation portion in the new building at the said premises.

3. The owner hereby agrees and covenants with the developer/contractor not to let out grant, lease, mortgage and/or charge the said property or any part of the structures during the subsistence of this agreement. The developer/contractor will demolish if any the old structures at his own cost before starting the construction work.

ARTICLE - XII

OTHER'S INDEMNITY

1. The owner hereby undertakes that the developer/contractor shall be entitled to complete and construct the said construction and enjoy their allocated portion without any interference and/or disturbance.
2. The owner hereby agrees to indemnify the developer/contractor against all actions, suits, and acts, proceedings and claims that may arise out of the owner's title in the said property.
3. No part of the said properties is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the owner till date.

4. The said premises has not been subject to any notice of attachment under public demands recovery at or for payment of income tax and municipal taxes/or any statutory dues whatsoever or however.
5. The owner doth hereby agrees and covenant with the Developer not to let out grant lease, mortgage and/or charge or part within possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this Deed.
6. The owners shall/will indemnify to the Developer herein they shall sign or no objection as and when developer hold or possessed adjacent of the owner's land for Amalgamation purposed. The owner's shall sign the said Amalgamation deed prepared by the Developer's co. at the cost and expenses by the Developer.
7. The owners shall allow to developer as and when developer erected and built above than G+4 storied onwards the owner shall get only onwards floor 30% shares together with undivided proportionate share of land and common areas and facilities and amenities attached to the said land and owners shall not demand or claim any extra area or raise money from the Developer save and except in their mentioned and described allocated area provided by the

developer to the owner which is described in the second schedule here under written

ARTICLE – XIII

1. The Owner and the developer have entered into this agreement purely as a contract and nothing herein contained shall be deemed or construed as a Partnership between the owner and the developer.

2. It is understood that from time to time to facilitate the construction of the new building by the developer the various deeds, matters, and things not herein specified, may be required to be done by the developer and for which the developer may need the authority of the owner and various specifications and other documents may be required to be signed or made by the owner related to which specific provision may not have been made herein, the owner hereby authorize and empower the developer to do all such acts, deeds, matters or things that may be required to be done by the developer and the Owner undertakes to execute any additional general power of attorney after sanction of the building plan as may be required to be done by the developer for the purpose and the owner also undertakes to sign and execute all such additional applications and/or documents as the case may be provided that all such acts, deeds, matters and things do not in any way fringe on the rights of the developer and/or go against the spirit of the agreement.

3. Any notice required to be given by the developer shall without prejudice to any other mode of service available shall be deemed to have been served on the owner if delivered by hand or sent by registered post.
4. The terms and conditions of this agreement will also be binding upon the legal heirs, successors and legal representatives of both the parties.

ARTICLE XIV

REGISTRATION OF THE AGREEMENT & POWER OF ATTORNEY

That immediately after getting the sanction plan from the competent authority/authorities it is also mutually agreed that any clause may be modified and any new clause may be inserted but the same must be made mutually and keeping the spirit of the present agreement intact. It is also mutually agreed that the general power of attorney along with sale right of the constructed area (together with proportionate share of land) only from the developer's allocation will be executed by the owner in favour of the developer and the same must be registered at the cost of the developer.

ARTICLE – XVI

JURISDICTION

The Court of District 24-Parganas (North) shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE – XVII**MISCELLANEOUS**

1. The owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Developer and the owner or as joint Venture between the parties hereto in any manner nor shall be parties hereto in any manner nor shall be parties hereto constitute an association of persons.
2. Immediately upon the Developer obtaining possession of the said premises, the Developer shall be entitled to start construction of the said building at the said premises. And the Developer shall allot the procession of the owners stated hereinbefore first of the finished structure/building erected and built by the Developer.
3. The name of the building shall be **GLS TOWER** and the owner will not raise any objection thereto.
4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises/property or any part thereof to the Developer by the owner or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer to develop the same in the terms of these presents and in being expressly agreed

and understood that in no event the owner nor any of their estate shall be responsible and/or by be made liable for payment of any dues of the Developer and for that purpose the Developer shall keep the owner indemnified against all actions, deeds, suits, proceedings and costs, charges and expenses in respect thereof.

5. As and from the date of completion of the building, the Developer and/or its transferees and the owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of rates and taxes payable in respect of their respective spaces.
6. It is hereby made clear Mr. Goutam Roy, Advocate, High Court, Calcutta having its office 8, Old Post Office Street, Ground floor, Kolkata – 700001, appointed by the by the Developer Advocate for the super vision of legal affairs herein after define has prepared agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purpose relating to the said building and formation of the association or co-operative society or a private limited Company has envisized and such document containing covenants to be observe on the part of the party thereto as in sole discretion of the said Advocate's be determined to be reasonable and the costs and expenses shall be borne by the Purchaser as follows :-

The Purchaser shall or before execution of the agreement pay Rs.5,100/- fees of Mr. Goutam Roy, Advocate towards the fees for preparation of agreement and shall further pay Rs.10,000/- fees on or before delivery of possession of the said unit towards their fees for preparing drafting executions and registration of the papers documents, in relation to transfer of the aforesaid proportionate share in the land of the premises in favour of the Purchaser.

7. The Developer shall be entitled to execute and register the Deed of Sale in favour of intending buyers of developers share only simultaneously with the handing over the owner's share and/or allocation in favour of owner to the satisfaction of the owner.
8. Both the parties shall have liberty to avail the opportunity under the specific performance of the contract of this agreement for the non-compliance of the covenant herein before mentioned alternatively at any time for any dispute that may arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching this presence or for determination of any liability of any of the parties under this agreement and the same shall be referred to the arbitration under the provision of Arbitration and conciliation Act, 1996 or any statutory modification there under in force or effect.

ARTICLE – XVII**FORCE MAJEURE**

- a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- b) Force Majeure shall mean flood, earth-quake priot, war strom, tempest, civil motion strike and/or any other act or commission beyond the control of the parties hereto.
- c) If because of any willful act on the part of the Developer the construction and completion of the building is delayed that in that event the developer shall be liable to pay such loss or damages to the owner as shall be determined by the Owner.
- d) In the event of the Owner's committing breach of any of the terms and conditions herein contained or making delay in allowing the Developer to develop the said premises as hereinbefore stated, the Developer shall be entitled to get payments for damages and compensations by the owner and the owner shall be liable entitled to get payments for damages and compensation by the owner and owners shall be liable to pay such losses and compensation to the developer.

ARTICLE – XVIII**ARBITRATIONS****ALL DISPUTE AND DIFFERENCE BETWEEN THE PARTIES**

hereto regarding the said property or regarding the said determination of any liabilities of the parties or any other whatsoever or howsoever nature shall be referred to the arbitration and same shall be being to the reference with the provision of Arbitration and conciliation act, 1996 and statutory modification or enactment thereunder from time to time and the party thereto declare that all of them have full trust and confidence in the arbitration.

ARTICLE – XIX**NOTICE**

ALL NOTICES to be served by either of the parties to the other shall be deemed to have been served on the 15th day of shall has been delivered for dispatched to the postal authority by registered part with acknowledge due at the last known address of the parties hereto.

FIRST PARTY'S ALLOCATION

It is agreed by the parties that the owners shall be entitled to get 43% constructed area of the proposed numbered of buildings comprising with 43% constructed area erected and built by the developer in number of constructed premises and/or tower out of the total number of premises and/or tower according the owner can described in the First Schedule written hereunder to be constructed by the Developer in fully finished, complete and in

habitable nature together with the proportioned undivided interest or share in the land alongwith all proportionate rights and all common areas and facilities of the building. And father that owner shall get other than mentioned and described constructed area upto of the G+4 storied Building in the Schedule (A) written hereunder and Second Schedule (b) and owner ratio shall be change as and when developer erect and built more than G+4 storied on wards area owners shall get 30% constructed area of the said premises together with undivided proportionate share of land and alongwith all proportionate rights and common areas and facilities thereto.

And also owners shall be entitled to get ~~consideration~~ ^{reasonable} consideration amount at Rs.5,00,000/- only 5/7th share of 16 decimal more or less the land belongs to the present owners such amount of Rs.5,00,000/- only will be paid by the developer to the owner herein in the manner as follows :-

- i) Rs.5,00,000/- only date execution of this agreement. *The Said amount allotted @ Rs 2000/- per sqft by the developer if not referable*

SECOND PARTY'S ALLOCATION:

the Second party will get 57% of the total construction area of the proposed multistoried building to be constructed by the 2nd party/developer herein except landowner allocation together with undivided common proportionate share of land and all common area and facilities attached to the said land as prorate basis.

Signature of the owner

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And Further that as an developer intend to opportunity from competent authority to avail any extra floor other than (G+4) storied area onward of above G+4 storied area Developer shall get 70% constructed area of the upper floor or floors Onwards other than (G+4) onward, the owners shall provided to the Developer 70% area in the above floor mentioned and described in the Third Schedule written thereunder and Developer shall constructed multistoried building to be constructed by the developer herein except the owners allocation together undivided common proportionate share of land together with all area of common area and facilities to the said land as a prorata basis morefully and particularly described in the Third schedule hereunder written. And hereinafter referred to the Developer allocation.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel piece and parcel of land undivided 5/7th share of 16 decimals i.e. 11.47 decimal be the same little more or less lying and situated under Mouza – Thakdari, J.L. No. 19, Touzi No. 10, R.S. 216, comprising R.S. Dag No. 227 under L.R. Khatian No. 177, within the jurisdiction of New Town Police Station within the local limit Mahisbatan 2No. Gram Panchayat, Sub-Registration Office – New Town in the District North 24-Parganas

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS' ALLOCATION)

Owners shall mean get 43% constructed area of the proposed numbered of buildings comprising with 43% constructed area erected and built by the developer in number of constructed premises and/or tower out of the total number of premises and/or tower according the owner can described in the First Schedule written hereunder to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportioned undivided interest or share in the land alongwith all proportionate rights and all common areas and facilities of the building. And further that owner shall get other than mentioned and described constructed area upto of the G+4 storied Building in the Schedule (A) written hereunder and Second Schedule (b) and owner ratio shall be change as and when developer erect and built more than G+4 storied on wards area owners shall get 30% constructed area of the said premises together with undivided proportionate share of land and alongwith all proportionate rights and common areas and facilities thereto.

And also owners shall be entitled to get ~~refundable~~ ^{refundable} consideration amount at Rs.5,00,000/- only 5/7th share of 16 decimal more or less the land belongs to the present owners such amount of Rs.5,00,000/- only will be paid by the developer to the owner herein in the manner as follows :-

- i) Rs.5,00,000/- only date execution of this agreement. *The said amount adjusted @ Rs 2000/- per sq ft by the developer if not refundably*

Signature
18/02/21

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