

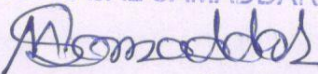
prevented by the existence of the force major conditions i.e. flood , earthquake , riots , war , storm, tempest civil commence strike and/or any other act or commission beyond the control of the parties hereto.

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 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

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M/S. KAJAL SAMADDAR


Proprietor

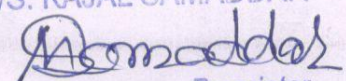
annum and shall also be entitled to claim damage and losses which the Developer may suffer but the Developer's right to sue for specific performance of this contract /agreement shall remain unaffected.

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 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.

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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 :-

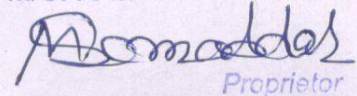
All courts having competent jurisdiction over the said premises and the Kolkata High Court shall have the jurisdiction to entertain and determine all disputes, actions, suits and proceedings arising out of these presents between the parties hereto.

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

ALL THAT piece and parcel of revenue paying Rayatdakhali 'Bastu' land measuring about more or less 4 (Four) Cottah with brick build Pucca roofed

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and Cement floored single storied building thereon measuring about more or less 600 square feet covered area, consisting of Bed rooms, Kitchen, Varanda and bathroom, stair room together with facility of electricity and water connection, in in R.S. Dag No 1800, under C.S. Khatian No 1, R.S. Khatian No 84, Modified Khatian No 1167, New Khatian No 4898, of Mouza - Chandanpukur, J.L. No 2, Re.Su. No 15, Pargana, Kalikata, Touzi No 108, under Municipal Jurisdiction of Barrackpore Municipality, Ward No. 06, Holding No 22(187/C) Barasat Road, Maszid More, A.D.S.R.O. Barrackpore, District - 24 Parganas, Kolkata - 700122, in the state of West Bengal, is part of the agreement which is butted and bounded as follows :-

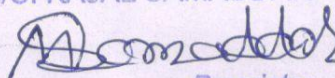
On The North : - Barasat Road,
 On The South : - Property of Dipti Ghosh and Others
 On The East : - Property of Satish Chandra Ghosh and others
 On the West :-Property of Haripada Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNER Allocation)

The Land Owner of this Agreement will get **one Flat** measuring about more or less **900 square feet** covered area at **Second Floor North East Corner Side**, and another self-contained flat measuring about more or less **539 square feet** covered area at **third Floor North Side and one shop room No. 06** measuring

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about more or less 100 sq.ft. covered area at **Ground Floor, Back Side**, after completion of the construction work of "**RAJOSHREE APARTMENT**" 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 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. ~~25,00,000/-~~ ^{50,000/-}
 (Rupees ~~Twenty Lacs~~ ^{Fifty thousand}) 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. 50,000/- (Rupees fifty thousand) only as full and final payment of the total agreed amount, on or before the execution of this Agreement as per Memo of Consideration annexed herewith.

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Kajal Samaddar
 Proprietor

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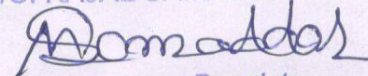
THE FOURTH SCHEDULE ABOVE REFERRED TO

(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 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.

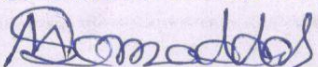
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THE FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

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 :	<ol style="list-style-type: none"> 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, 3. Toilets door made by PVC frame and PVC palla.

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M/S. KAJAL SAMADDAR

Proprietor