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- n) That the Developer shall install pump operated deep tube well, underground reservoir over head reservoir, lift, fire fighting equipments, close circuit camera, electric wiring and installation and other facilities as are required to be provided in the said new multi-storied building constructed at his own cost for sale of flats /shops /office space/garages therein on LAND OWNER ship basis and as mutually agreed.
- o) That the developer shall be authorized in the name of the LAND OWNER insofar as is necessary to apply for and obtain temporary and permanent electric connection or drainage , sewerage and/or other facilities if any required for the construction or enjoyment of the building.
- p) That the Developer shall at its own costs and expenses and without detaining any financial or other liability on the LAND OWNER, construct and complete the said new multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided if such alteration or modification in caused at the instance of the appropriate authority then the LAND OWNER shall not refuse to give his consent thereon.
- q) That as from the date of making over possession the Municipal rents and taxes and other outgoings including electric bill in respect of the said premises shall be born and paid by the Developer and all outstanding dues because of municipal rates and taxes and other outgoing including electric bill

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negotiate with the prospective buyers and to enter into agreements for sale or otherwise single handedly of the said premises or any part thereof including the units in the building together with two wheeler parking space, other constructed area together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper and the LAND OWNER shall not raise any dispute or objection to such acts of the Developer.

k) That insofar as necessary all dealings by the Developer in respect of the building including agreements for sale or transfer concerning Developer's allocation shall be in the name of the LAND OWNER for which purpose the land owner undertake to give the Developer a General Power of Attorney or Development Power of Attorney in a form and manner required by the Developer. PROVIDED HOWEVER the same shall not create any financial liability upon the LAND OWNER in any manner whatsoever.

l) That the LAND OWNER shall execute the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer.

m) That the Developer shall at its own costs constructed and completed the new multi-storied building at the said premises in accordance with the sanctioned plan.

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up to the date of making over possession shall remain the liabilities of the LAND OWNER and shall be born and paid by them moreover, after getting possession of his allocation from the Developer. The LAND OWNER will be borne to pay the municipal rates and taxes and other outgoings including electric bill, common expenses with regards thereto.

r) That the Developer be entitled to raise fund from any Bank(s) financial institution(s), person(s) etc. without creating any financial liability on the LAND OWNER or effecting his estate and interest in the said premises. The Developer herein shall take any new partner by a Reconstitute Partnership Deed, if it is necessary for the smooth running of the project, in future. The Land owner shall not refuse to give his consent thereon PROVIDED the terms and condition of this premises Agreement remain unchanged till completion of the project.

s) That the LAND OWNER 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 OWNER 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

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the authority of the LAND OWNER including any such additional power of attorney or agreement and/or authorization as may be required by the Developer.

u) The LAND OWNER shall remain bound to put his 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 OWNER as VENDOR /LAND OWNER 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 OWNER 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 OWNER. 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 OWNER and the Developer hereby declared that 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

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Venture in any manner nor shall the parties hereto constitute an Association of Persons.

w) The said building shall be known as "**RAJOSHREE APARTMENT**" and neither the Developer or the LAND OWNER or any such party/person/persons to whom the Developer will sell 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 along with lift installation to take possession of LAND OWNER 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.

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THE LAND OWNER HEREBY AGREED AND COVENANT 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 except violation of Agreement/Power Attorney.
- 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.

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

- 1) To handed over the possession of LAND OWNER' allocation as per **SECOND SCHEDULE** of this Agreement within **20 (twenty) months** from

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the date of sanctioning of the plan or the Land Owner's making over vacant possession of the said premises whichever is later.

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

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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

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