

Anali Min Bung

**THE LAND OWNERS 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 Development 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 concerning Developer's allocation of the Building at the said premises.

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

To hand over the possession of Land Owner allocation as per Second Schedule of this Agreement within **30 (Thirty)**

MIS. KAJAL SAMADDAR
Kajal Samaddar
Proprietor

Anne's name

months from the date of registration of the Development Agreement and Development Power of Attorney.

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 obligation 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 the delivery of possession the said premises as hereinbefore stated the Developer shall be entitled to payments off 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 use 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.

M/S. KAJAL SAMADDAR
Kajal Samaddar
Proprietor

Anadi Mui Bngi

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's 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

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M/S. KAJAL SAMADDAR
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Anadi Nadi Bngi

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.

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 entire property)

ALL THAT the piece and parcel of 'Bastu' land measuring 4 (Four) Cottahs 4 (Four) Chittacks including common passage togetherwith 500 (Five Hundred) Sq.Ft. kutchha structure standing thereon comprised in R.S. Dag no. 1840 (One Thousand Eight Hundred Forty), under R.S. Khatian no. 306, of Mouza - Chandanpukur, J.L. No. 2, Re.Su. 15, Touzi no. 182, within the local limits of Barrackpore Municipality, Ward no. 6, Holding Nos. 46 (28), Thakur Ramkrishna Main Road, under the jurisdiction of A.D.S.R.O. Barrackpore, P.S.

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M/S. KAJAL SAMADDAR
Proprietor