

ARTICLE - XI LEGAL ACTION

11.1 That if any dispute and differences shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents for determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitrator under Arbitration and Conciliation Act. 1966. On the other hand both parties shall have right to take shelter of law against each and other for violation the terms and conditions of this Agreement.

ARTICLE - XII FORCE MAJEURE

12.1 The parties shall not be consideration to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.

12.2. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest civil commotion strike and any other acts of God.

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M/S. NIRMAL DEVELOPERS

Ranjesh Prasad
Sujay
Partner

Contd.....P-17.

FIRST SCHEDULE REFERRED TO ABOVE

(DESCRIPTION OF LAND)

ALL THAT piece and parcel of land, measuring about 05 (five) Cottahs 08 (eight) Chittacks situated at Mouza - Noapara, J.L. No. 02, Touzi No. 2460, 2462, under R.S Khatian No. 314 at R.S Dag No. 320 corresponding to L.R. Khatian No. 4636 under L.R Dag No. 976 in P.S. Noapara, District - North 24 Parganas, within the jurisdiction of Grauia Municipality having Holding No. 3/1/1, Garulia Main Road at New Ward No. 06, which is butted and bounded as follows :-

On the North : House of Rajesh Prasad.

On the South : 20 ft. wide Garulia Main Raod.

On the East : 4ft. wide bye-lane.

On the West : Land of Rajesh Prasad.

SECOND SCHEDULE REFERRED TO ABOVE

(OWNER'S ALLOCATION)

LAND OWNER'S ALLOCATION shall mean the constructed portion of the proposed (G+4) multi-storied building which the Developer shall be liable to hand over in the following :-

Contd.....P-18.

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M/S. NIRMAL DEVELOPERS

Rajesh Prasad
Sujoy Kumar
Partner

- 3) SUPER STRUCTURE : 250/200mm external bricks walls, 125/75mm internal brick walls.
- 4) DOORS : C P Teak doors with good quality sal wood framers and Godrej locks.
- 5) WINDOWS : Aluminum sliding windows with M.S. Grill.
- 6) FLOORING : Anti-skid tiles flooring in rooms.
- 7) BATHROOMS : Anti- Skid tiles flooring and orient or equivalent make Ceramic tiles dado on the walls, Geyser point, Hot and cold water pipes, Jaguar C.P. fixtures, arryware sanitary wares white colour basin inserted in toilets.
- 8) WATER ARRANGEMENT : Municipal supply line along with deep tube well (if permissibile), reservoirs (Overhead and underground).
- 9) KITCHEN : Anti-skid tiles flooring, Grantie cooking platform with stainless steel sink, ceramic tile above the platform.
- 10) ELECTRICAL : Copper wiring with Anchor or equivalent make wires in concealed conduits with Anchor switches includes exhaust fans point in al bathrooms and kitchen.
- 11) INTERNAL FINISH : Plaster of Paris finish on walls and ceiling.

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M/S. NIRMAL DEVELOPERS

Rajesh Prasad
Surya Kumar

Partner

Contd.....P-20.

- 12) EXTERNAL FINISH : Sand tax matt paint or equivalent.
- 13) COMMUNICATION : Telephone wiring in drawing and 2 (two) Master bedrooms, cable T.V. siring in Drawing room and 2 (two) Master bedrooms as per electrical points a specified above.
- 14) LIFT : 5 passengers of Adams/ Kone or equivalent make.

FIFTH SCHEDULE REFERRED TO ABOVE
(COMMON AREA, COMMON FACILITIES AND
COMMON AMENITIES)

The owner of the land alongwith other co-owners, occupiers society or syndicate or associations shall allow each other the following easement and quasi-easements right, privileged etc.

- I] Land under the said building described in the "FIRST SCHEDULE".
- II] All sides spaces, back spaces, oaths, passages, drains ways in the said building.
- III] General lighting of the common portions and space for installations of electric meter in General.
- IV] Drains and Sewers from the building in the Municipal connection drains and/or sewerage.
- V] Stair and staircase landings.

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M/S. NIRMAL DEVELOPERS

Ranjesh Prasad

Sujay Saman

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*Signed, Sealed and Delivered by
the Parties in the presence of:*

Witnesses:

1.

Ranjesh Prasad.

SIGNATURE OF THE OWNER/FIRST PART

2.

For M/S. NIRMAL DEVELOPERS

Ranjesh Prasad.

PARTNER

For M/S. NIRMAL DEVELOPERS

Sujoy Sankar.

PARTNER

SIGNATURE OF THE DEVELOPER / SECOND PART

Drafted by:
Samir Biswas

ADVOCATE

(Regd.No. WB/857/1978)

M/S. NIRMAL DEVELOPERS

Ranjesh Prasad
Sujoy Sankar
Partner