

8. The Developer will demolish the existing structure and take the sale proceedings format.

ARTICLE VI: COMMON FACILITIES

1. As soon as the Building of the Housing residential complex are completed, the Developer shall at first handover the possession of the owner's allocation before handing over the possession of the intending purchaser or purchasers of the developer's allocation in the said building and on and from the date of putting the Owner in possession of the owner's allocation and at all times there after the owner shall be exclusively responsible for payment of all municipal and property taxes, dues and other statutory outgoings and impositions whatsoever (herein after for the sake of brevity collectively referred to as "THE SAID RATES") payable in respect of the Owner's allocation and equally the developer shall be exclusively responsible for payment of all the said rates payable in respect of the developer's allocation. The said rates to be apportioned prorate with reference to the constructed area in the building if they are levied on the building as a whole. The certificate of the architect for the time being in respect of the said building as to be completion of the said building and the quality shall be final and binding on the parties.

2. The parties shall punctually and regularly pay the said rates to the concerned authorities or to such other person or persons or concern as may be mutually agreed between the parties.

ARTICLE - VII: COMMON RESTRICTIONS

The owner's allocation in the building shall be subject to the same restrictions on terms and use as are applicable to the Developer's



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allocation in the building intended for the common benefit or all occupiers of the building which shall include the following o:

1. The owner or the developer or any of their transferees shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity nor use or allow the same to be used for any purpose which may create a nuisance or hazard to the other occupiers of the Building.
2. The owner or the developer or any of their transferees shall not demolish or permit demolition or any wall or other structure in their respective allocation or any portion thereof or make any structural, alteration there in without the previous consent of the developer management, Society/Association/ Holding Organization envisaged here in after on this behalf.
3. The owner and the developer and any of their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in his respective allocation in the building in good working condition and repair and in particulars so as not to cause any damage to the building or any other space or accommodation there in and shall keep the owner or the developer and other occupiers of the building as the case may be indemnified from and against the consequences of any breach.
4. The owner or the developer or any of their transferees shall not do or permit to be done any act or thing which may render void and void able may insurance or the building or any part thereof and shall keep the owner or the developer and other occupiers if the building as the case may be harmless, and indemnified from and against the consequences of any breach.



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5. No goods or other items shall be kept by the owner or developer or any of their transferees for display or otherwise in the corridor or other place of common use in the building and no hindrance shall be caused in any manner in the free movement in the building and in case any such hindrance is caused by them and in that event the developer or the Management/ Association/ Holding Organization shall be entitled to remove the same at the risks and costs of the person who keeps goods or create such hindrances. ✓
6. The owner or the developer or any of their transferees shall permit the owner/ developer or Management/ Society/ Association/ Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the Building and any part thereof and the owner or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the owner/ developer or the management/ society/association/holding organization, ✓
7. The owner or the developer or any of their transferees shall not throw ✓ or accumulate any dirt, rubbish, waste of refuse or permit the same to be ✓ thrown or accumulated in or around the building or in the compounds, ✓ corridors or any other portion/ portions of the said building. ✓
8. That the owner or the developer or any of their transferees shall ✓ permit the owner/ developer or the Management/ Society/ ✓ Association/ Holding Organization and its servants and agents with or ✓ without workmen or other at all reasonable time to enter into and upon ✓ their respective allocation and every part there of or the purpose of ✓ maintaining or repairing any part of the building and / or cleaning, living ✓ and keeping in order and good condition any condition facilities and / or ✓



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for the purpose of maintaining, repairing and testing drains, gas and water pipes electric wires and for any similar purpose.

9. As soon as the building is completed and after obtain clearance certificate from K.M.C, the developer shall give written notice to the owner to take possession of the owner's allocation in the said building and from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of Municipal taxes and other taxes and other impositions whatsoever payable in respect of their allocation and the developer shall be exclusively responsible for payment of all the said taxes payable in respect of the developer's allocation.

ARTICLE - VIII: MISCELLANEOUS

1. The owner and the developer have entered into the agreement purely on a principal to principal basis and nothing stated herein shall be deemed as a partnership between the developer and the owner or as a joint venture between the owner and developer.

2. The owner shall grant to the developer and/ or its parties or party a General Power of Attorney so that the Developer can proceed with the construction works of the said building smoothly and to negotiate with the intending purchaser/ purchasers of the flats of the developer's allocation and to enter into any agreement for sale with the said purchaser/ purchasers and to receive the consideration money in respect of the said flat and garages of the developer's allocation and to convey deed of registration to the purchaser, deliver possession of the said flats in favour of the said intending purchaser/ purchasers subject to prior delivery of flats to the owner in respect of the owner's allocation mentioned herein above.



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3. The Developer shall on completion of the building at first put the owner in undisputed possession of the owner's allocation together with the rights in common to the common facilities of those flats.
4. The owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building his/ her/ their own discretion.
5. In so far as necessary all dealings by the Developer in respect of the Building shall be in the name of the developer and its nominee or nominees, power or power of attorney in a form and manner reasonably required by the developer, it being understood however that such dealings shall not in any manner fasten or create any financial liabilities upon the owner.
6. It is agreed that the developer shall pay and discharge all pending financial dues, taxes and outgoings including Municipal taxes and all other charges rates, losses, taxes that may be levied by any public body or authorities in respect of the property and which would be payable by the owner as owner. The developer shall indemnify or keep indemnified the Owner from the third party non-payment.
7. The developer shall indemnify and keep indemnified the owner against all losses, damages, costs, charges, expenses that will be incurred or suffered by the owner on account of arising out of any breach of any of these breach or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by the their party in respect of such construction or otherwise howsoever.
8. The owner shall be entitled to visit or inspect the construction works and to look into the progress herein if necessary to be accompanied by his/ her their own engineer.
9. That all risk, responsibilities, liabilities shall be with the developer via, the work of construction, loss of life or labours, mistries and allied



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nature of things and the land owner shall not be liable for such things at the time or to anyone including matters relating to direct taxes and dealing with the flat buyers.

10. That the flats of the owner shall be completed as per specification attached herewith and mentioned in the sanctioned plan and this agreement but any additional works subject to the Engineer's approval save and except full completion which are to be done at the owner's allocation, the same would be informed to the developer before completion and he/ she shall be liable to pay the developer for additional works.

11. That regarding construction and regarding legal complicity the developer shall negotiate with the Engineer and the Advocate appointed by Developer.

12. That the developer shall be at liberty to advertise in the daily newspaper for sale of the flats to be constructed on the said land to put their banners on the land to employ Durwan, Caretaker for safety and security of the project, to invite the application from the intending-purchases/ purchasers and to do all the acts, deeds and things as may be necessary or negotiate with the intending buyers to prepare the necessary deeds of sale after collection of the payment from the buyers as per agreement between themselves PROVIDED that the terms and conditions of such agreement of sale deeds do not effect any reasonable interest or right of the owner relating to the possession of the owner's allocation PROVIDED that all the costs and expenses, incidental charges to all acts, deeds and things shall be borne by the Developer or intending buyers.

13. The owner shall execute and register the Deed of conveyance of the flat/ flats together with the undivided proportionate share of land in



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favour of the developer or its nominee/ nominees or respective purchaser/ purchasers. The costs of which shall be borne by the said flat Owner.

14. All costs, taxes, charges and expenses including Architect fees shall be discharged and paid by the developer and the owner shall not be responsible in this context.

15. 15. The owner shall be entitled to transfer or otherwise deal with the owner's allocation in the Building at his/ her own discretion.

16. That the flats of the owner shall be completed as per specification attached herewith this Agreement but any additional works save and except full completion which is to be done at the owner's allocation completion of the said work and they shall be liable to pay to the developer for such additional works.

17. Time Limit : The Developer shall complete the project with 24 months from the Sanction of the Plan.

POWER OF ATTORNEY
RELATED WITH
DEVELOPMENT AGREEMENT AS MENTIONED EARLER

know all men by these presents I, **SRI HAREKRISHNA NANDI** Alias **HEREKRISHNA NANDY** (PAN- ABQPN5351A & Aadhar No. 9524-7791-1736) son of Late Heramba Chanda Nandy, by faith Hindu, Indian, by occupation-Retired, residing at 123, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, Dist. South 24-Parganas, hereinafter called and referred to as the **PRINCIPAL/ EXECUTANT** of this Development Agreement:

WHEREAS I, the Executant being the absolute Owner of the Property morefully mentioned in the First Schedule here to appoint nominate and constitute "**R.S. CONSTRUCTION**", a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078,



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represented by its Partners namely (1) **MISS KRITI SAFUI**, (PAN-ERYPS3339M & Aadhar No.4153 9728 9840), daughter of Late Rana Safui, by faith-Hindu, Nationality-Indian, by occupation-Business, and (2) **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, to do all acts, deeds, matters and things in respect of the property as mentioned in the First Schedule hereto as our true and lawful ATTORNEY in connection with the Development of the said property in pursuance of the said Development Agreement:

1 On my behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any licence, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.

2 To execute, sign and prepare building plan or plans and submit the same to the building Department, The Kolkata Municipal Corporation upon signing and executing his name on the said plan or plans on our behalf and in my name and obtained the same from the Kolkata Municipal Corporation on payment of all fees and charges thereto.

3 To execute, sign and prepare the internal and external plan or plans for sewerage, drainage and submit the same to the Drainage Department, The Kolkata Municipal Corporation and sign and execute on the said plan or plans in my name and on our behalf and obtain the same from the Kolkata Municipal Corporation upon payment of all fees, charges etc.

4 To execute, sign and prepare any revise and/or modify plan for any deviation in the construction (if any would be made) and shall submit the same to the Kolkata Municipal Corporation, Building Department for



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regularisation and also appear before the K.M.C. Building Tribunal for hearing and obtain the same from the Kolkata Municipal Corporation. Building Department, on my behalf and in my name and also get Completion Certificate of the Building from the Kolkata Municipal Corporation.

5 To apply for and obtain connection of electric line, meter and/or sub-meter if necessary and to obtain low/high tension electricity in the said building and premises.

6 To negotiate for sale, transfer, lease, mortgage the Developer's Allocation of the proposed multi-storied building to be constructed on the Schedule mentioned land with any person, firm, association, financial Institution at such rate my said Attorney shall deem fit and proper.

7 Our Attorney shall be entitled to enter into agreement for sale in respect of the flats and spaces out of Developer's allocation of the proposed building together with undivided proportionate share in the land with the intending purchaser or purchasers upon acceptance of advance and earnest money under the terms and conditions mutually settled by and between the said Attorney and the intending purchaser.

8 To execute and register the deeds of sale in favour of the intending purchaser or purchasers in respect of the flat or flats or spaces out of the Developer's allocation together with undivided proportionate share of the schedule mentioned land with all facilities and amenities to be attached thereto and to present the said deed or deeds before any Registering authority within the territory of Indian Union, either District Sub-Registrar, Addl. Dist. Sub-Registrar and Registrar of Assurances, and admit execution thereof and to have the said deed or deeds registered on receipt of the full consideration money thereof under certain terms and conditions as may be mutually agreed and settled by our Attorney and the



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said intending purchaser and to grant valid receipt and discharge thereof for the same and to sign and execute and verify all such deeds and documents for and on our behalf.

9 To commence, prosecute, defend all suits, actions, applications reference or other proceeding in any Court of law or before any proper authority and to appoint Advocate and/or any other authority and also to sign and verify and affirm all plans, written statements, petitions accounts, inventories applications or other documents and papers that may be necessary in this regard.

10 To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND GENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer's allocation of the proposed multi-storied building to be constructed on the schedule mentioned land and all acts, deeds by my said Attorney shall be taken as our acts deeds and things as I was personally present and done the same ourselves.

AND I do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of our said Attorney, which will be done by virtue of this Power of Attorney.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of ^{Basta} land measuring 4 (Four) Cottahs 7 (Seven) Chittak 18 (Eighteen) Sq. ft. be the same a little more or less along with 100 sq.ft. ^{residential with cemented floor} RTS structure/standing thereon, comprised in R.S.

Dag No. 714 and R.S. Khatain No. 1431 of Mouja - Garfa, J.L. No. 19, being its K.M.C, premises No. 161, Garfa Main Road, ^(ZONE - K.M.C Ward 104 - Thakur Ramkrishna Lane) Kolkata -700075 and under K.M.C, ward no 104 comprised in K.M.C Premises no.161,

Aloy Saha



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