

(j) **Rs. 2,00,000/-** (Rupees Two Lac only) at the time of execution of this agreement.

(iii) Balance will be paid within 03(Three) months from the date hereof.

The owner will refund the said amount to the developer at the time of obtaining possession of his allocation, without any interest.

2. The developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for the said building.

3. The developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the Owner.

4. The developer shall have no right or claim for payment or reimbursement of any costs expenses or charges incurred towards construction of owner's allocation and of the undivided proportionate share in common facilities and amenities.

#### ARTICLE – VII; DEVELOPER'S ALLOCATION

1. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sell and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which

*Silvin Raj*



shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner provided however the developer will not be entitled to deliver possession of developer's allocation to any of its transferees until the developer shall make over possession of the Owner allocation to the Owner and comply with all other obligation of the developer to the Owner under this agreement.

ARTICLE – VIII, PROCEDURE

1. Owner shall grant to the developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities.

ARTICLE – IX, CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE – X, SPACE ALLOCATION

1. After completion of the building the Owner shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the developer.

*Silvin Pay*



2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the Owner and developer contained herein.

3. The Owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the developer.

4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the Owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall not in any way interfere with or disturbed the quite and peaceful possession of the developer's allocation.

ARTICLE – XI, BUILDING

1. The developer shall at their own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed entirely by the developer within 30(thirty) months from the date of registration of this Agreement in respect being deemed to be as the agreement between the parties.

2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.

*Silviya Ray*



3. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tubewell, water storage tanks, overhead reservoirs, elevator(s) with all electrical arrangements electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on Ownerhip basis.

4. The developer shall be authorised in the name of the Owner in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favour of the developer a power of attorney and other authorities as shall be required by the developer.

5. The developer shall at its own cost and expenses and without creating any financial or other liability on the owner construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the owner in writings.

6. All costs, charges and expenses including architects fees shall be paid discharged and borne by the developer and the owner shall have no liability in this context.

*Silvia Ray*



7. The developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation.

8. The Developer will obtain **Completion Certificate** from the South Dum Dum Municipality at its own cost.

ARTICLE – XII, COMMON FACILITIES

1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the owner till as provided hereafter.

2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready upto the portion of the owner's allocation, the developer shall give written notice to the Owner requesting the Owner to take possession of the Owner allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30(thirty) days from the date of service of such notice and at all times thereafter the Owner shall be responsible for payment of all Municipal and property taxes, dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner allocation, the said rates to be apportioned prorata with reference to the salable space in the building if they are levies on the building as a whole.

3. The Owner and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon

*Silvin Roy*



between the Owner and developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developer in this behalf.

4. As and from the date of service of notice of possession, the owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation and the said charges to include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes light, sanitation and lift maintenance operation, repair and renewal charges for bill collection maintenance of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of and common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

#### ARTICLE – XIII, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner's applications and other documents may be required to be signed of made by the owner's relating to which specific provisions may not have been mentioned herein. The owner

*Silvin Ray*



hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the Owner shall execute any such additional power of attorney and/or authorizations as may be required by the developer for the purpose and the Owner also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the Owner and/or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the Owner if delivered by hand and duly acknowledgment due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the Registered office the developer.

3. Both the developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the Owner hereof the Owner hereby agree to abide by all the rules and regulations as such management society/association/holding organization do hereby give their consent to abide by the same.

4. The said building shall always be known as "DISHARI ENCLAVE".

5. Nothing in these present shall be construed as a demises or assignment or conveyance in law by the Owner of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially

Silvin Ray



exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any Banks without creating any financial liability of the owner or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owner or any of their estate shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the Owner indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof.

6. As and from the date of completion of the building the developer and/or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their spaces.

7. There is no existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being superseded by this agreement and the Owner agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

8. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer or enters under into agreement as and when required by the developer. (The stamp duty or Registration fees and all other expenses towards the registration will be borne by the developer or its and assigns).

*Silvin Fay*