

drainage & sewerage connection to the newly built-up building for which purpose the OWNERS shall execute in favour of DEVELOPER Power of Attorney and other authority as shall be required by the DEVELOPER, for which the OWNERS shall not be liable in any manner whatsoever.

8. The DEVELOPER shall at its own cost and expenses and without creating any financial or other liability on the OWNERS, construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan any amendment thereto or modifications thereof of the Owner's allocation made or caused to be made by the DEVELOPER with OWNERS consent and subsequent approval of the Kolkata Municipal Corporation.
9. All costs, charges and expenses including Architect's fees shall be discharged and paid by the DEVELOPER and the OWNERS shall bear no responsibility in this context.

ARTICLE - VI: AUTHORITY

1. The OWNERS and the DEVELOPER shall be entitled to transfer or otherwise deal with the flat/flats and or apartments, covered /open car parking space as per sanctioned plan of their respective sharers of the building including proportionate right to the common area and facilities to be transferred to the prospective transferees.
2. In so far as necessary all dealings by the DEVELOPER in respect of the said building in relation to these presents shall be in the name of the OWNERS for which the OWNERS hereby, without making themselves financially liable, nominate, constitute and appoint the DEVELOPER to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities, to sign and execute all applications to the Government Department and/or authority to appoint architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign the deeds, conveyance in favour of the prospective transferees to make affidavits and declaration to apply for allotment of cement, iron and steel and other materials, to apply electric connection,

taxes, rates, impositions in respect of the said premises, to commence proceedings, to sign plaints, verification, written statements, petition to sworn affidavit to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers. However, the DEVELOPER shall submit a copy of all relevant applications related to statutory approval or any application to OWNERS for their record/reference.

3. It is distinctly stipulated and agreed that the DEVELOPER shall have no authority to negotiate for and/or sale flat/flats or apartment, covered/open car parking spaces as per sanctioned plan or any portion of the Owner's allocation in the said building which the DEVELOPER agreed to make delivery of the possession to the OWNERS as consideration against the said land handed over to the DEVELOPER for undertaking the construction work thereon as agreed.

ARTICLE - VII: COMMON FACILITIES

1. The DEVELOPER shall pay and bear all Municipal Taxes, other dues and outgoings in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof for undertaking the construction works.
2. After completion of the OWNERS allocation portion of the said building completed in all respects (habitable) and all amenities, the DEVELOPER shall give notice in writing along with completion certificate, final revised/regularized plan duly sanctioned by KMC, permanent domestic water connection facilities to the OWNERS requiring the OWNERS to take possession of the OWNERS allocation in the said building agreed to be provided as consideration as per terms of this Agreement and the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and Property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever (herein after for the sake of brevity referred to as "the said Rates" payable in respect of the Owner's allocation and the said rates are to be proportionate pro-rata with reference to the saleable space in the building.
3. The OWNERS and the DEVELOPER shall punctually and regularly pay for