

ARTICLE – IX : DEVELOPER’S OBLIGATION

- 9.1. To apply for and obtain electricity, water and sewerage connections and other essential public, utility services, facilities, or any part thereof in or upon the said newly constructed premises or any part thereof.
- 9.2. The developer will provide Completion Certificate (C.C.) / Occupancy Certificate (O.C) from the concerned authority at its own cost within six months from the date of completion of the entire project.
- 9.3. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction under the development project the Developer shall have all the responsibility, and liability therefore, and shall keep the owner, their estate, and effects safe, and harmless agreeing to indemnify all claims damages, rights and actions in respect of such eventualities.

However, it is agreed between the parties that, under such eventualities, the time-frame for completion of the said Project, shall be mutually extended to cover up such delayed period and get the issues arising thereon settled.

- 9.4. One common electric meter will be provided by the Developer for the proposed building for the common use of the co-owners of the said building.
- 9.5. In case of any defect in construction of the Project or part thereof at the Project Properties whether detected while the work is in progress or within one year after Completion, Developer shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owner and/or the Intending Buyers to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by Developer. Upon such rectification the Developer shall furnish a certificate of the Architect confirming removal of defect.



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
18 JAN 2019

- 9.6 The Developer shall at its own cost and expenses and without creating any financial obligation or other liability on the Owner, complete the development of the said Project Properties and construct the New Buildings / Towers and other structures / Common Facilities as per the requirements of the Complex in accordance with the Plans, specifications and elevations sanctioned by the relevant authorities subject to any amendment, modification or variation to the said Plans and specifications.
- 9.7 The Project as a whole and the New Buildings / Towers within the Complex shall be constructed under the supervision and guidance of the Architects / Engineers. In case of any difference of opinion between the Parties, the decision of the Architect / Engineers as to the specification and quality of the materials shall be final, binding and conclusive on the Developer and the Owner.
- 9.8 The Developer shall comply with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules made thereunder for implementation of this Agreement. This development agreement is executed subject to the provision of HIRA and Rules and Regulations made thereunder time to time and the Developer shall comply with, perform and fulfill the terms and conditions contained in this agreement and the provisions contained in HIRA and Rules made thereunder.
- 9.9 The Developer hereby declares and confirms that the Developer shall, in accordance with the provisions of **West Bengal Housing Industry Regulation Act, 2017 (HIRA)** and Rules framed thereunder, registering the Project with the Housing Industry Regulatory Authority before advertising, marketing, selling or inviting any person to purchase and Unit(s) or Sealable Areas in the Project.
- 9.10 The Developer shall, at its own costs and expenses, complete the construction of the project complex (including the Common Areas and Installations and the Common Facilities) on the Project Properties upon



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
18 JAN 2019

due compliance of the sanctioned Plans and Applicable Laws affecting the same as they may be advised by its Architects or directed by the concerned Municipal Authority or other authorities and as per the Specifications mentioned in the **Second Schedule** hereunder written. In the Complex, the Developer shall provide all necessary Common Areas and Installations, safe-guard measures in conformity with HIRA and Rules made thereunder.

- 9.11 The Developer shall be in the control, management and supervision of all development and construction activities at the Project Properties from the date of grant of exclusive license to the Developer in terms hereof.
- 9.12 The Developer confirms and declares that the developer shall be liable and/or responsible for payment of GST, if applicable, on account of construction of the buildings comprised with the project, out of its own fund.
- 9.13 The Developer shall by duty bound to change the name of the Electricity meter presently lying in the name of the owner herein in the record of the WBSEDCL upon complying all necessary formalities.

ARTICLE -X : DEVELOPER'S RIGHTS

- 10.1. All the items of plants and machines, tools, and implements, stores and materials, the Developer and/or his contractors, workmen and other agencies may bring to the site for the due construction of the said building shall remain the exclusive properties of the Developers at all times and the Owner shall have no claim whatsoever on any such items or Plant and machinery, tools and implements, stores and materials at any time.
- 10.2. The Developer shall be entitled to make additions, deletions and alternations in the Plans and as demanded by the Sanctioning Authorities and get it regularized from the authority concerned and also in construction as they deem it fit.



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ADDITIONAL REGISTRAR
OF ACCOUNTS, SEC-I, KOLKATA
18 JAN 2019

- 10.3. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of the 'Saleable Area' comprising of Flats, Car Parking Space, Two-Wheeler Parking Space, Commercial Units, Units etc., as referred to as saleable area and can issue receipt in their names acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time and deposit all such money in accordance with the terms of this agreement.
- 10.4 The Developer shall have every right to proceed with the commercial exploitation of the ground floor of the building.
- 10.5 Subject always to the Sanctions and Permissions, the Developer shall construct and develop maximum possible area.
- 10.6 The Developer shall be entitled charge extras ("**Extras**") and obtain deposits ("**Deposits**") from the Intending Buyers in the following events

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Extras

- a. The full costs charges and expenses for making by the Developer any additions or alterations and/or for providing any additional facility and/or utility in or relating to the any Unit or Saleable Areas at the request of the Intending Buyer in excess of the agreed Specifications mentioned in this Agreement shall be borne and paid by such Intending Buyer/s.
- b. All costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.
- c. fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Property (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter;
- d. Security deposit and all additional amounts or increases thereof payable to WBSEB/CESC Ltd. or other electricity service provider for electricity connection at the Complex.
- e. fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the Complex;



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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
18 JAN 2019