

- f. Cost of formation of service maintenance company/society;
 - g. GST and like taxes on the aforesaid Extras;
 - h. Such other amounts as the Developer may charge as extra.
- Deposits (which shall be interest free):
- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, electricity charges etc.;
 - (b) Deposit on account of Sinking Fund;
 - (c) Such other amounts as the Developer may take as deposit.
- The Deposit Amounts only shall be transferred to the Management Association to be formed for the Common Purposes.

ARTICLE – XI : JOINT COVENANT BY OWNER & THE DEVELOPER

11.1 It is made clear that the Owner Developer and the other purchasers of the said building shall be jointly entitled in respect of the vacant area of the top floor roof of the proposed building after its construction as common.

11.2 The Owner and the Developer mutually covenant that the Developer may create any kind of charges or mortgages including that of equitable mortgage at any time during the subsistence of this agreement but in no way the Title Deeds of the said premises/ land will be deposited for mortgage.

11.3 That the common areas and facilities shall not in any way be encumbered or encroached upon or hindered by any of the parties nor shall any of the future apartment owners.

11.4 The owner herein represents that its outstanding with interest amount with Bank of Baroda as on 31.03.2019 shall not exceed 3.75 Crores, which should be paid by the owner out of the said interest free refundable security deposit and if any excess amount is required to be paid to Bank of Baroda, in connection with such mortgage or otherwise to get release of the properties from the scope of the mortgage, the owner shall pay such excess amount out of its own fund.

11.5 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.

11.6 The Architects and the entire team of people required for planning and construction of the Complex on the Project Properties shall be such persons as



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may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, caretakers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration, compensation, insurance, claims including any other statutory payments in this regard, or their acts in any manner whatsoever and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.

11.7 If the Developer fails to commence construction of the Project on the Project Properties in terms of this Agreement having no default on the part of the Owner, the Owner shall be entitled to refer the same to the Court of Law for Specific Performance of this Agreement and compel the Developer to comply with its obligations and shall be entitled to claim cost and damages from the Developer for such default.

11.8 If any disputes and/or differences arise between the parties in terms of finance and/or quality and manner of construction and/or any other issues arising and related to this project, the first endeavour shall be made by the parties to resolve the same under the guidance and participation of Mr. Atanu Chakraborty, the designated Architect of the concerned project, failing which either of the parties can seek relief, as specified in this agreement.

ARTICLE XII MARKETING AND TRANSFER / SALE OF UNITS

12.1 The Developer may appoint agent(s) for sale of the Units / the Saleable Areas in the Project. However, any payment made by way of commission or otherwise to such agent(s) shall be the sole responsibility of the Developer.

12.2 The Owner hereby agrees and undertakes to the Developer that the Developer, shall be entitled to enter into any arrangement or agreement or memorandum of understanding for sale / allotment / booking of any of the Units or any other Saleable Areas, to be developed within the



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Project Properties and to accept or receive any request for booking or allotment of sale of any Units or any other Saleable Areas and accept advances / deposits / consideration money from the Intending Buyers.

- 12.3 The Owner shall transfer the right, title and interest of the Owner in the Project Properties in favour of the Intending Buyers and the Developer shall transfer the right, title and interest of the Developer in the New Buildings / Towers in favour of the Intending Buyers.
- 12.4 The Owner and the Developer shall be parties in all Deeds of Conveyance/Transfer in respect of the transfer of the Units / Saleable Areas to the Intending Buyers and both of them shall transfer/surrender their respective right, title or interest therein in favour of such party.
- 12.5 The sale of the Saleable Areas (including the land comprised in the Project Properties or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers or otherwise shall be free from all Encumbrances whatsoever created made done or suffered by the Owner and the Developer and any claim, liability or Encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
- 12.6 All agreements, deeds of sale/transfer of Saleable Areas and documents otherwise relating to the Project shall be drafted by the panel Solicitors/Advocates appointed by the Developer and registration of all documents shall be made through the same Solicitors/Advocates.

ARTICLE - XIII
POWER OF ATTORNEY

- 13.1 The Owner shall, subsequent to the execution of this Agreement, grant one or more Power of Attorney in favour of the Developer and/or its authorized



[Handwritten signature]

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representative and/or nominee/s authorizing and/or empowering the Developer as under:

- i. to apply for and obtain all Sanctions and Permissions from any authority whether local, state or central for the construction and Completion of the Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Complex or any portion thereof within the Project Properties and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the sanctioned plans and laws affecting the same as they may be advised by their Architects / Engineers or directed by the concerned Municipal Authority or other authorities;
- ii. to exercise Development Rights, to carry out Development Work, to appear and represent the Owner before all the Government Authority/ies and/or departments as also to obtain all necessary Sanctions and Permissions, clearances from the concerned authorities and/or departments and further obtaining the telephone, electricity, gas and other connections at the Project Properties and/or New Buildings / Towers and/or Units to be constructed on the Project Properties and to do all acts, deeds, matters and things for carrying out and complete of the Project and
- iii. to sign, execute and register all agreements, contracts, deeds and documents for sale, transfer or otherwise dispose off the Units(s) and Saleable Areas in favour of the Intending Buyers in so far as proportionate share in the Project Properties, subject to the provisions of HIRA and Rules made thereunder and to do such other acts, deeds, matters and things as developer, subject to the terms and conditions herein;



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