


- 8) That the Owners hereby declare that the said property is free from all encumbrances and is not charged and/or mortgaged nor there is any lien on the said property nor the said property is charged for any payment or any dues of any bodies or any creditors and the property is free from all encumbrances whatsoever. The Owners declare that the said property is not subject to any order of acquisition or requisition nor any part of the property is subject to road alignment at the moment.
- 9) The Owners declare that there is no existing agreement regarding the Development or sale of the said property.
- 10) The Owner declare that all taxes on the said property are duly paid for period up to date of the execution of these presents.

#### **F. OWNER'S RIGHT**

- 1) The Owners shall be exclusively entitled to the Owners allocation with exclusive right to transfer or otherwise deal with or dispose off the same as per their choice and price and the Developer shall not have any right claim or interest whatsoever to the Owners allocation or any part thereof except as mentioned and the Developer shall not in any way interfere with or disturb in quiet and peaceful possession and enjoyment of the Owners allocation, subject to what has been provided in this agreement.
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- 2) The owners reserve their right to choose their respective flat and car parking space/ allotment prior to allocation of developer portion in the newly constructed building.
- 3) The Owners will have right to take possession of their allocation as defined above in para E 10 without taking any obligation or liability towards any expenses, cost of construction, or any other liabilities for which the Developer is otherwise responsible.

#### G. OWNERS' OBLIGATION

- 1) To be liable for the good and marketable title towards all the future buyers of units/ flats and other interested persons.

Owners have agreed to irrevocably appoint the Developer as a sole developer for development of the building complex at the Subject Property with right, inter alia, to exploit commercially the Developer's Allocation and have agreed to sell and transfer the land share attributable to the Developer's allocation to the Developer and/ or its nominee or nominees.

- 2) That the Owners shall hand over the copies of the legal documents relating to the Title of the land to the Developer to undertake searching, clearances from competent authorities, preparation of building plan and to do other
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needful things as may be required for object of this agreement and other such relevant papers for such purposes.

3. The owner will make over and deliver to the Developer the khas and actual Possession of the said Premises for the purpose of development (including preliminary work) on the terms & conditions hereinafter stated at the time of execution of this Agreement, and allow the developer to put their security at the site and put their Board at the said property upon payment of the sum aforesaid.
  - 4) The Owners doth hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling/assigning and/or disposing of or any of the Developer's allocated portion in the building or at the said premises after getting the peaceful possession of the Owners Allocation.
  - 5) The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer excepting on reasonable grounds but shall be entitled to inspect the building and progress of construction. If the Developer fails to comply with the terms regarding time as has been agreed by and between the parties herein then the Owners shall
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have right to claim damages at the rate of 20% p.a on the total market value of the owners' allocation.

- 6) The Owners shall produce all original Deeds and documents relating to the title of the said premises for inspection and verification before any concerned authority as and when will be required, for proposed Development work. It is agreed by the owners that if there is any delay to submit the original documents immediately upon written notice as mentioned above before the concerned authority that delay shall have a consequential impact on the time for completion of project. Which shall be considered in calculating the period of completion of the project.
- 7) The Owners doth hereby agrees and covenant with the Developer not to let out grant lease mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- 8) The Owners doth hereby agree and covenant with the Developer to execute the Deed of Conveyance or conveyances to convey and transfer proportionate undivided share in the land comprised in the said Property attributable to the Developer's allocation in favour of the Developers





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prospective buyers or its nominee or nominees in such parts as shall be required by the Developer.

- 9) The Owners agree to keep the Developer indemnified against any claim or demand in respect of the said property for any loss or damages caused by any act of the owner, their failure in discharging their any of the obligation or otherwise which result any loss to the developer.
- 10) That if for reasons as aforesaid for which Owners are responsible and due to any failure on their part the construction cannot be started and the project has to be kept suspended, it will be the liability of the Owners to repay the Developer to the extent of expenditures, cost losses and advances made along with due compensation.
- 11) The Owners shall be liable to deliver up vacant possession of the said property to the Developer to facilitate the development work of the proposed new buildings immediately after sanction of the plan by the Kolkata Municipal Corporation provided that the Developer shall arrange alternative accommodation for the owners at their own cost in vicinity mentioned hereunder.





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- 12) That the Owners shall execute a General Power of Attorney in favour of one of the Directors of the Developer, or any person/persons nominated by the developer to appoint the required man force including architects, engineers, to prepare the proposed building plan, to take necessary clearances from appropriate authorities, to submit the plan with and take plan sanctioned from the appropriate authority, to make such construction in the interests of both parties as per plan, to sell, to agree for sale to any prospective buyer to take advance money from the intending Buyers/Purchasers, and to do and to take all necessary step to complete the project and hand over the respective area to the owners and the prospective buyers to proceed for obtaining the Electric connection, Municipal water connection and all allied matters relevant to the construction of the building to effectuate the work of development of the property and/or making agreement for sale of the flats/units/parking etc. with the intending buyers / purchasers. In regards to the proportionate share into land The Developer will be at liberty to negotiate for sell and on behalf of the Owners in terms of the agreement. It will be obligatory on the part of the Owners to sign on such papers, agreement, nomination agreement, and deeds of sale for registration whenever it is so required by the developer.
- 13) That the Owners shall be liable to pay all Municipal rates and taxes and other outgoing expenses in respect of the said property till the date of



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signing of this agreement and thereafter against their respective flats on apportionment by the competent authority of the Kolkata Municipal Corporation. The developer will be liable to pay all Municipal taxes and other outgoing expenses in respect of the said property upto the date of handing over possession of respective flats and/or apartments to the intending Purchasers of the developer's allocation.

- 14) That the Owners shall not be entitled to raise any objection to the acts or the deeds done by the Developer for the speedy development and construction work and also not be entitled to object to the Developer to arrange for the intending buyers with regard to the Developer's allotted portion and the Owners shall agree to execute any further documents and/or issue letter of confirmation of sale and/or agreement of sale whenever shall be required by the Developer at any time with prior notice.
- 15) That the Owners hereby undertake to keep the Developer indemnified against all actions, claims, demand, suit or proceedings of third party in connection with the said property concerning the title only against any act or deed on the part of the Owners.
- 16) The developer shall complete the mutation and apportionment process of the flats / units in the name of the owners and intending buyers in the record of



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the Kolkata Municipal Corporation at the cost of the owners and intending purchaser.

- 17) The owners shall pay the maintenance charge in respect of the respective flats/ units in the proposed building to the developer after notifying by the architect that the building is completed and the Lift is installed and operational.
- 18) If the Owner/ Owners desire/desires to sell his/her/their allotted flat/s from the allotted portion before getting their possession then owner/ owners shall may approach the Developer to negotiate with the intending purchaser/purchasers to sell the said flat on behalf of the Owner(s) and reimburse the same from the purchaser to the Owner(s).

#### **II. DEVELOPER'S RIGHT & REPRESENTATION**

- 1) The Developer will construct the New Multi-storied building thereon consisting of one or more number of building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.



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- 2) In case the Developer desiring to obtain loans and finance for construction of the building Complex, no part of the Owners' Allocation shall be charged or encumbered in any manner. But in any case the said property will not be mortgaged.
- 3) The Developer shall have right and authority to negotiate with the buyers of the flats to enter into agreements and to receive consideration money from the buyer/s and grant receipt and discharge for the same in respect of the flat of the proposed new building excluding the 6 flats and 6 car parking space which shall be allotted to the Owners in terms of this Agreements.
- 4) The Developer shall only be entitled to engage all persons and experts which may be required or necessary for construction of the said building on the said land as aforesaid on such terms and conditions as they may in their discretion think fit and proper.
- 5) The Developer shall have the right to erect another floor or any other structural work if sanctioned by the appropriate authority.
- 6) Upon construction of the building as aforesaid at the cost of the Developer, the Developer shall be entitled to take over its allotted portion including





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common areas and common facilities, after allocating the Owners allocation as defined herein above.

- 7) That the Developer shall be entitled to make advertisements by hung up advertisement boards upon the said property and to do such other things as might be required for the purpose of sale of his allotted portion in the said premises to be constructed without in any way prejudicing the interest of the Owners.
- 8) The Developer shall be exclusively entitled to the Developer's allocation with exclusive right to transfer or otherwise deal with or dispose off the same and the Owners shall not have any right claim or interest whatsoever therein or any part thereof and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's allocation subject to what has been provided in this agreement.
- 9) That the Developer shall be authorized to apply for electric connection, water, sewerage, telephone connection and to do all such acts and deeds as the Developer may deem fit and necessary for the efficient and speedy completion of the development project at their own cost.



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10. In the event before handing over the possession of the newly constructed buildings by the Developer in favour of the Owners including purchasers, KMC gives a further sanction with right to construct an additional floor provided foundation will permit, the Developer shall have the right to construct the additional floor at its own discretion and cost without prior approval of the Owners and the same shall be shared in a 50:50 ratio between the Owners and Developers respectively.
11. The developer shall not in any event assign the agreement to any third party without written consent of the all the owners.

#### I. DEVELOPER'S OBLIGATION

1. The Developer hereby agreed to pay the amount of Rs.65(sixty five) lacs as adjustable advance to the Owners as per **clause 13** as advance as discussed herein above, and construct and complete and deliver 6 self content flats of 830 sq ft built up area each and 6 car parking space to the owner.
2. The Developer shall at its own cost and expenses cause to be prepared the proposed plans and send a copy of the same to the Owner. The Owner shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer for the consideration of the Architects. The decision of the Architect as to the incorporation of the suggestion of the Owner to the proposed plans shall be final and binding on the parties.



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3. The Developer shall be entitled from time to time to cause modifications and alterations to the new building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architect, KMC and the owners. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
4. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said premises and other preparatory works relating to the sanction of plans for the New Building.

#### **J. CONSTRUCTION OF THE BUILDING COMPLEX:**

1. The Developer shall from time to time be entitled to demolish the existing structures at the said premises and the net proceeds that may be realized out of the sale of debris shall belong to the Developer.
2. The Developer shall construct and build the Building Complex at the said premises in accordance with the building plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.



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3. The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the Building Complex in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architect.
4. The Developer shall apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex, at its own cost.
5. The Developer shall be authorised and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said premises or any portion thereof and/or for obtaining any utilities and permissions.
6. The Developer shall be entitled to procure (either in its name or as may be deemed fit and proper by the Developer at its sole discretion and



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convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.

7. The Architect and entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction 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 etc.



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8. The construction work shall be carried out in phases as per the discretion of the Developer, but to be completed in all respect within the time reserved and mentioned herein.
9. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
10. The Developer shall deal with concerned authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Pollution Control Authorities, B.L. & L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or marketing of the Building Complex or anyway connected therewith.
11. The Developer shall not violate any statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owner will not be responsible for any laches and/or lapses on the part of the Developer.



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12. All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the said premises in terms hereof shall be borne and paid by the Developer and the Owner shall not be required to pay or contribute any amount on such account.
  13. The Owner shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnity, undertakings, declarations, powers etc., as may be required by the Developer therefor and shall also sign execute register and deliver the said papers and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.
  14. The Developer hereby agree and covenant with the Owners will submit the proposed building plan to appropriate authority for sanction within 6 month, to get the plan sanctioned and to complete the construction of the building within 36 (thirty six) English Calendar months from the date of sanction of the Building Plan by K.M.C. with a grace period of further 6(six) months therefrom, subject to condition of Force Measure, In default whereof the Owners shall have right to claim damages at the rate of 20% p.a on the total market value of the owners' allocation, provided that this will be calculated keeping in view the alternative accommodation provided by the developer
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under this present. specifically mentioned in Clause 13 under the head definition. The sanction plan is to be obtained within 12 months from the date of execution of this agreement.

15. The Developer shall have no right, title and interest whatsoever in the Owners allocation with their proportionate share of land and amenities which shall solely and exclusively belong and continue to belong to the Owners similarly the Owners shall have no right or claim in respect of the Developer's Allocation as herein provided.
16. That the Owners shall not be liable to contribute any amount to the Developer for the development of the said land and to construct building thereon and entire cost/expenditure of the Developer and others thereto shall be arranged by the Developer at its own cost and for the said purpose. The Developer shall be entitled to enter into agreement with the intending Buyer/Purchasers for sale of undivided proportionate indivisible share of land with apartment and/or flat by the Developer and accordingly the Developer shall be entitled to take and/or receive any advance in respect of the flat and/or apartment of the building but the same will not create any charge on the owner's allocation..



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17. That after completion of construction of the building as per sanctioned plan and obtaining Completion Certificate from the appropriate authority of the Kolkata Municipal Corporation, the Developer shall allocate and deliver the respective proportionate share to the Owners within 30 days from the date of completion of the construction along with completion certificate from K.M.C. The Developer shall mandatorily provide the Completion Certificate for the building failing which the Developer shall be liable to pay compensation to the owners on negotiation.
18. The Developer undertakes to keep the Owners indemnified against all third party claims and actions out of any act or omission of the Developer to the construction of the building.
19. The Developer shall provide 3 (Three) cost free alternative accommodations with all basic amenities including electricity and water connection (two 1 BHK accommodations within the jurisdiction of KMC Ward No.73 preferably on ground or first floor and one 2 BHK accommodation within the periphery of 3 km radius from the said property) for the Owners during construction period till handing over possession of the owners allocation.





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20. To manage and maintain the Building Complex until handing over to Association/ Maintenance Body or earlier as the Developer may deem fit and proper.

### K. MARKETING

1. The Owner agrees to sell and transfer undivided shares in the land of the said premises and all and whatever its entire share right title and interest in the Building Complex to the Unit Purchasers and other transferees of the Building Complex in such parts or shares as the Developer may nominate or require.
2. The Developer shall be entitled to advertise for Marketing of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Unit Purchasers.
3. The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
4. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any





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Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.

5. The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts or any account receivable from the Unit Purchasers and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.
6. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the marketing agents appointed for the purpose.
7. The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Marketing of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer on behalf of itself and the other parties and the other parties do hereby authorize and empower the Developer fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required





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or found necessary and shall not revoke the same during the subsistence of this agreement.

8. **Marketing Costs:** All costs of brokerage, commission and like other amounts relating to marketing as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the Building Complex shall be payable by the developer only.

#### L. COMMON FACILITIES

COMMON FACILITIES shall mean and include corridor, stairways, lifts, passageways, lobbies other facilities including water pump, pump room/space, motor, water reservoir, overhead tank, area from where suitable services are to be rendered, electrification, electric meter room or space for maintenance or management of the building for common use by the occupiers of the units which is specifically mentioned in Schedule E hereunder written.

#### M. OWNERS' INDEMNITY

The Owners doth hereby undertake that the Developer shall/will be entitled to the said construction and shall enjoy their allocated space without any interruption or disturbances provided the Developer perform and fulfil all the terms and conditions herein contained and/or their part to be observed and performed.



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**N. DEVELOPER'S INDEMNITY**

The Developer duly undertake to keep Owners indemnified against all Third Party's claims and actions arising out of any sort of act or commission on the part of the Developer in relating to the construction of the said building and/or for any defects therein.

**O. COMMON RESTRICTIONS**

- a. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building or use commercially.
  
- b. Neither party shall demolish or permit to demolition of any wall or other structures in their respective allocations or any portion thereof or make any structural alteration either major or minor therein without the written consent of the other.
  
- c. Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, Local bodies including promoters law as the case may be and shall attend to answer and be responsible for any deviation, violation and/or break of any of the said laws, bye-laws, rules and regulations.





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d. Neither party shall do or cause or permit to be any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

e. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in case of their respective allocations in the building in good working condition and replace in particular so as to not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupiers of the building indemnified from and against any damage for any break of the terms and conditions specified therein.

#### P. DATE OF COMPLETION

1. **Time for completion:** Subject to force majeure and subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 36 (thirty-six) months from the date of sanction of Building Plans with a grace period of 6 (six) months (hereinafter referred to as "the **Grace Period**"), but not beyond the 48 months from the date of execution of this agreement





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