

ARTICLE - VII

PAYMENTS AND POSSESSION

- 7.1 All costs, charges and expenses for construction and / or development of the said building / buildings shall be paid borne and discharged by the Developer.
- 7.2 In consideration of the Owners having agreed to allow the Developer to develop the said premises, the Owners shall not be liable to make any payment on account of the Owners' allocation to the Developer.

ARTICLE - VIII

OWNERS' OBLIGATION

- 8.1 Simultaneously with the signing of this Agreement, the Owners will grant to the Developer registered power of attorney/i.e, authorizing the Developer to do all acts, deeds and things as may be necessary in pursuance hereof including for construction of the New building and/or portion thereof and also receiving all money in respect of the Developer's allocation and further that the Owners shall from time to time grant such further powers or authorities to the Developer as may be necessary from time to time;
- 8.2 The Owners shall not enter into any agreement, arrangement and/or execute and/or register any document and paper for sale, transfer, convey, lease out let out or any other way alienate and/or encumber the Developers allocation and in this regard it is clarified that the Developer shall have full right and absolute power to sell transfer or dispose of the Developers area in such manner to such persons and on such terms an conditions as the Developer may think deem fit and proper and also shall be solely entitled to receive all money and other consideration there from without any consent and/or

permission from the Owners and the same shall be treated as reimbursement of all costs, charges and expenses that has been and/or may be incurred by the Developer for obtaining sanctioned plan and construction and completion for the Owners area in the New Building and the proportionate common parts relating and/or remuneration of the Developer;

8.3 The Owners shall execute and register all necessary agreement, indentures and or any other document as may be required by the Developer for the purposes of selling transferring, leasing out and/or any other ay disposing of and/or encumbering and/or alienating the Developer's Area without asking for any additional consideration and/or remuneration for the same;

8.3.1 The Owners shall deliver vacant peaceful and khas possession of the Premises in its entirety to the Developer simultaneously upon execution of this Presence;

8.3.2 The symbolic possession of the Premises in its entirety shall be given by the Owners to the Developer with the execution hereto;

8.3.3. The Owners has made out a marketable title in respect of the Premises to the Developer;

8.3.4 The Owners shall give such other consent, sign such papers, documents, deeds and undertaking and render such co-operation, as be required by the Developer for the construction and completion of the New Building;

8.3.5 After signing of this Agreement, all Kolkata Municipal rates, maintenance charges, charges for utilities and other outgoings shall be paid by the Owners and other Co-Owners of the New building in proportion to their respective area;

3.3.6 If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as confirming parties in any document, conveyance and/or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the

Developer Area and similarly, the Developer shall join in respect of the Owners Area;

8.3.7 The Owners hereby undertake not to create any charge or mortgage and/or any other encumbrances and/or enter into an agreement and/or arrangement in respect of the Developers Area without obtaining prior written permission from the Developer and such restriction will also be applicable in case of Owners areas;

8.3.8 The Owners along with the other Co-Owners and/or their nominees shall reimburse the Developer proportionately the total amount of deposits for the common meter and also individual electric meter as may be required to obtain electricity from C.E.S.C Limited.

8.3.10 That the Owners shall allow the Developer to promote develop and construct the building upon the said Premises and to divide the same into several flats, shops and car parking space as per sanctioned plan of K.M.C and thereafter to sale those flats, car parking space or shops to the different buyers on Ownership basis except the flats allotted to the Owners and the Owners shall simultaneously convey the proportionate share in land wherein the said building with the said flat would be constructed for the respective buyer of flats of garage or car parking space and shops . The cost and expenses for such conveyance shall not be borne by the Owners;

ARTICLE -IX

DEVELOPER'S OBLIGATIONS

1.9. The Developer shall put the Owners in undisputed possession of the Owners' possession as soon as the building is ready for occupation within 30 months

from the date of getting the Building Plan sanctioned or date of getting the vacant possession of the said Property whichever is later with a grace period of six months, failing which Developer will have to pay Rs.50,000/= (Rupees Fifty Thousand) only per month to the Owners for such delay.

- 9.2 The Developer undertakes not to violate or contravene any of the provisions applicable for construction of the said buildings and shall not make any deviation in construction of the buildings with the plan as might be sanctioned by concerned authority. The developer hereby undertakes to indemnify and keep indemnified the Owners from and against all actions, claims, demands, costs charges, proceedings whatsoever in violation or contravention of this provision.
- 9.3 The Developer shall not do any act deed or thing whereby the Owners will be prevented from enjoying, selling, assigning and / or disposing of the Owners' allocation.
- 9.4 Till such time the Developer makes over to the Owners their allocation in the New Buildings, the Developer shall hold the same in trust for the Owners and shall not in any way deal with, encumber, alienate or part with possession of the same.

ARTICLE - X

COMMON FACILITIES

- 10 As soon as the building is completed, and certified by the concerned authority and Architect to be fit for occupation, the Developer shall give notice in writing to the Owners requesting the Owners to take possession of the Owners' allocation in the building and on and from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all property taxes, rates, duties and other public outgoings and impositions

whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation.

- 10.2 The Developer shall attend and repair any defect of construction that may arise within a period of 1 year from the date of possession of Owners' allocation.

ARTICLE - XI

MISCELLANEOUS

- 11.1 The Owner has entered into this Agreement purely on principal to principal basis and nothing herein contained shall be construed or deemed to be a partnership or joint venture between them and the Developer.
- 11.2 (a) The Owners / Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.
- (b) Force majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion and any other act or omission beyond the control of the party affected thereof.
- 11.3 It is understood that from time to time to enable the construction of the building by the Developer various act, deed, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require an authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relative to which no specific provisions has been made herein, the Owners hereby authorize the Developer without creating any financial obligation upon the Owners to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purposes.