

Anadi Mili Bngi

deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the Land Owner shall not in any way interfere with or disturb the quiet and peaceable possession of the Developer allocation.

- i) In consideration of the Developer construction and/or developing the said premises and making over to the Land Owner, his allocation as stated in the Second Schedule of this agreement the Developer shall have the absolute and exclusive right to hold own use occupy, enjoy, sell, transfer, deal with and dispose of its allocation of the premises or any part thereof including the units in the building to be constructed and to realize and appropriate the sale proceeds thereof. For this purpose the Developer will be at liberty to negotiate with the prospective buyers and to enter into agreements for sale or otherwise single handedly of the said premises or any part thereof including the units in the building together with two wheeler and by cycle parking space, other constructed area together with or independent of the land comprised in the said premises on such terms and conditions and consideration as the Developer may deem fit and proper and the Land Owner shall not raise any dispute or objection to such acts of the Developer.

M/S. KAJAL SAMADDAR  
  
Proprietor

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on behalf of the Land Owner at the Developer's own costs and expenses.

- d) That after registration of the development agreement and development power of the multi-storied building the Land Owner shall make over vacant possession of the said premises to the Developer within 7 (seven) days by a written letter, confirming their acceptance regarding the handover.
- e) That immediately upon obtaining possession of the said premises from the Land Owner, the Developer shall be entitled to demolish the existing building and all salvage materials arising there from shall belongs only to the Developer.
- f) That the Land owner shall grant to the Developer a Development Power of Attorney for execute all the works on behalf of Land owner.
- g) That upon completion of the new building the Developer shall put the Land Owner in undisputed possession of the "Land Owner" allocation as more fully described in the "Second Schedule" together with the rights in common to the common facilities and amenities as more fully describe in the Sixth Schedule written hereunder.
- h) The Land Owner and the Developer shall be exclusive entitled to his/their respective share of the allocation in the building with exclusive right to transfer or otherwise

8

MIS. KAJAL SAMADDAR  
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Proprietor

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- j) That insofar as necessary all dealings by the Developer in respect of the building including agreements for sale or transfer concerning Developer's allocation shall be in the name of the Land Owner for which purpose the land owner undertake to give the Developer a Development Power of Attorney in a form and manner required by the Developer. PROVIDED HOWEVER the same shall not create any financial liability upon the land owners in any manner whatsoever.
- k) That the Land Owner shall execute the Deed of Conveyance or conveyances in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer.
- l) That the Developer shall at its own costs construct and complete the new multi-storied building at the said premises in accordance with the sanctioned plan.
- m) That the Developer shall pump operated deep tube well under the ground reservoir over head reservoir, electric wiring and installation and other facilities as are required to be provided in the said new multi-storied building constructed at their own cost for sale of flats/shops/office space/garages therein on Land Ownership basis and as mutually agreed.
- n) That the developer shall be authorized in the name of the Land Owner insofar as is necessary to apply for and

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MIS. KAJAL SAMADDAR  
*[Handwritten Signature]*  
Proprietor

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obtain temporary and permanent connection or drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the building.

- o) That the Developer shall at its own costs and expenses and without detaining any financial or other liability on the Land Owner, construct and complete the said new multi-storied building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided if such alteration or modification in caused at the instance of the appropriate authority then the Land Owner shall not refuse to give their consent thereon.
- p) That as from the date of making over possession the Municipal rents and taxes and other outgoings including electric bill in respect of the said premises shall be born and paid by the Developer and all outstanding dues because of municipal rates and taxes and other outgoing including electric bill up to the date of making over possession shall remain the liabilities of the Land Owner and shall be born and paid by him moreover, after getting possession of their allocation from the Developer. The Land Owner will be borne to pay the municipal rates and taxes and other outgoings including electric bill, with regards thereto.

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