

Anali Math Bungji

- g) That the Developer be entitled to raise fund from any Bank(s) financial institution(s), person(s) etc. without creating any financial liability on the Land Owner or effecting their estate and interest in the said premises. The Developer herein shall take any new partner by a Reconstitute Partnership Deed, if it is necessary for the smooth running of the project, in future. The Land Owner shall not refuse to give their consent thereon PROVIDED the terms and condition of this premises Agreement remain unchanged till completion of the project.
- r) That the Land Owner shall deliver or cause to be delivered to the Developer all the original Title Deeds, existing sanction building plan up to date tax receipt, R.S. & L.R. record of Right, Khazna receipt up to date electric bill and other necessary papers relating to the said premises simultaneously with the execution of these presents.
- s) That the Land Owner shall do, execute or cause to be done or execute all such further deeds matter and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner including any such additional power of attorney or agreement and/or authorization as may be required by the Developer.

M/S. KAJAL SAMADDAR
Kajal Samaddar
Proprietor

Anadi Kati Baji

t) That Land Owner shall remain bound to put his signature for the purpose registration of several conveyance in future of the intending/prospective purchaser/buyers of flats/shops/garages/ office space and other units commencing the Developer's allocation and in all such conveyances the Developer shall join as confirming party PROVIDED HOWEVER that the Land Owner as Vendor/Land Owner in all such conveyance, shall not claim and/or be entitled to receive any amount being the proportionate land value for which they will receive payment from the Developer as per the **Third Schedule** hereunder written and also obtain constructed area from the Developer as Land Owner allocation equivalent to land value and accordingly proportionate land value as shall be indicated in all such conveyance shall be demand to have been acknowledge having received by the Land Owner. The entire transaction relating to the conveyance as previously mentioned have been agreed to done any time as desired by the Developer.

u) That the Land Owner and the Developer hereby declare that they have entered into this agreement purely as a contract and nothing contained herein shall be demand to construe as Partnership between them or as a joint

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MIS. KAJAL SAMADDAR
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Proprietor

Anadi Nari Bujji

Venture in any manner nor shall the parties hereto constitute on Association of Persons.

- v) The said proposed building shall be known as "BHUPATI BHAVAN" and neither the Developer or the Land Owner or any such party/person/persons to whom the Developer will sale part/parts of the Developer's allocation in future be entitled to change and/or modify the name of the building.

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNERS AND THE DEVELOPER AS FOLLOWS:-


- 1) That as soon as the building is completed the Developer shall give written notice to the Land Owner after completion of the construction work of the new building to take possession of their allocation in the building after from the date of service of such notice and at all times thereafter the Land Owner shall be exclusively responsible for the payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever payable in respect of their allocation. The said rates to be appointed pro-rate basis with reference to the saleable space in the building if they will be levied on the Building as a whole.
- 2) That as and from the date of service of notice of possession the Land Owner shall also be responsible to pay and bear the service charge for the common facilities

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in the new building payable with respect to the Land Owner allocation, such charges are to include proportionate share of premium for the insurance of the building* water fire and scavenging charges and taxes, light, sanitation repair and renewal charges for management of the common facilities, renovation, replacement and maintenance charges and expenses for the building and of all common wiring pipes electrical and mechanical equipments one set pump & motors and other electrical and mechanical institution appliances and equipments stairways, corridors, halls, passageways, parkways and other facilities etc. if any additional insurance premium costs and expenses by way of land maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Land Owner allocation or any part thereof, the Land Owner shall be exclusively liable to pay and bear and reimburse such additional cost and expense to the Developer.

- 3) That the Land Owner shall not do any act deed or thing whereby the Developer shall be prevented from the construction and completion of the said Building as per sanctioned plan provided the Developer abides by rules regulations clauses and/or by clauses of this Agreement.

M/S. KAJAL SAMADDAR

Proprietor