

9. If the Promoter/Developer shall complete the said new building as early as possible but Land owners shall allways cooperate with the promoter for preparing title and upto date paper and construction work.

10. The Land Owner shall the request and cost of the promoter/developer sign and execute from time to time the plans and other applications for layouts, scheme, construction of the building and approved by the Municipality or other authorities provided that all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the promoter/deveoloper alone and the promoter/developer shall indemnify and keep indemnified the Land Owner from and against all actions, suits, proceedings, fines, penalties, architect's fees and all costs, charges, expenses and damages incurred or suffered by the Land Owner. The Land Owner shall, execute a Power of Attorney in favour of the promoter/ developer giving all necessary powers required to carry out the work of development in all respects as contemplated by these presents.

11. The promoter shall be entitled to carry out at their own costs, charges and expenses in all respects all or any item of work for development of the said property including laying of drainage, cables, water pipes and other connections imposed by the RSM while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein .All finances for completion of the said items of work shall be provided and borne and paid by the promoter alone. The Land Owners hereby agrees to render all assistance and co-operation that may be required by the promoter from time to time to carry out the Development work in respect of the said property and construction and completion of buildings and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom provided that the owner shall not be liable to incur and financial obligation on that behalf of dwelling units or flats or shops or buildings erected on the said property by the promoter.



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12. As soon as the owner's allocation flat is completed, the Land owners shall take the possession of their allocated portion of flat and The Promoter/ Developer shall always cooperate and deliver the possession to the Land Owners without any delay .

13. The promoter shall deliver, sell/assign/ dispose of Developer's allocation in the proposed new building and to enjoy/sell/ assign or dispose of his allocated portion in accordance with the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1993 .

The Land owners shall execute a General Power of Attorney in favour of Promoter/ Developer for the purpose of Selling the Developer's Allocation of Flats and shops ,garage, etc.

14. The Construction of the entire new proposed building must be completed fully in all respects within a period of 24 months from the date of the sanction building Plan . If any delay is caused due to the circumstances beyond control of the Developer/Promoter in such event the developer shall be allowed extension for a period of 6 (Six)months only depending upon the progress of the work .

(15) The Promoter/ Developer shall use high or standard quality of building materials for the construction of building and without taking of completion certificate from the RSM before selling of flats and shop room to the intending purchaser or purchasers of the Developer's allocation. The Developer shall be responsible for any deviation made in construction. The owner shall not be responsible for any defect in construction or any deviation of the said building. The promoter shall be entitled to put up and permit to be put up advertisement boards upon the said property, but without involving the name of the Land Owners in any manner, and which the owners will be entitled to remove forthwith if the promoter has committed any breach of this agreement.



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16. Upon payment to Land Owner of the full consideration amount mentioned hereinabove, or the payment thereof or any party thereof remaining unpaid being secured to the owner as may be agreed upon between the parties hereto as aforesaid and upon the full development being carried out by construction of buildings and sale of Flats, shops, the owner shall directly execute and deliver any one or more Deeds of Conveyance in favour of group of purchasers of Flats, shops and premises in the new buildings to be erected by the promoter. The promoter hereby agrees to join in Such Deed to transfer the Superstructure and common parts and as confirming party. Such Deed or Deeds of Conveyance Shall be prepared by the Advocates for Land Owners and approved by the Advocates of Promoter .

17. The Land Owners shall sign all applications or papers for the necessary permission and sanctions of the Competent Authority of the State Government under Provisions of The Urban Land (Ceiling & Regulations) Act 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many Deeds as required in favour of the body as aforesaid. However ,it shall be responsibility of the promoter to file application with the concerned authorities and pursue the said application and obtain the said permission of the State Government/ Competent Authority at his own costs and expenses.

18. It is agreed that after the date of this agreement the promoter shall pay and discharge all taxes and out goings including Municipal Taxes and other all other Charges, rates, cess, taxes, rents that may be levied by any Public Body or authorities in respect of the said property and which would be payable by the owner as owner. The Promoter/Developer /shall indemnify and keep indemnified the Land Owners from and against non-payment thereof. In the event of the promoter paying any refundable deposit to the Municipal Corporation and other concerned authorities in the course of the development of the said property in the name of the Land Owners, the Promoter/Developer shall be entitled to the refund of such deposit in his own name. To enable the Promoter/ Developer to obtain the refund the Land Owners shall sign or execute all such documents, writings as may be required by the Promoter in that behalf without raising any objection or requisition in the behalf.



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19 The Land Owners declare that no notice from the Government or any local Body or authority including municipality has been received by or served upon the Land Owners or any person interested in the said property .

20. The Land Owners declares--

a) That the Land Owners are entitled to enter into this agreement with the promoter and he has full right and absolute authority to sign and execute the same.
b) That the Land Owner has not agreed , committed or contracted or entered into any agreement for sale or lease of the said property or any party thereof to any person or persons other than the promoter and that he has not created any mortgage charge or any other encumbrances on the said property as mentioned herein.

c) That the Land Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever .

21. The promoter/Developer declares that they have entered into this agreement after fully satisfying about the title of the Land Owners.

22. All out- of - pocket expenses of and incidental to this agreement and the transactions in pursuance thereof including the Deed/ Deeds of Conveyance and other assurance in respect thereof including Stamp Duty and registration Charges shall be borne and paid by the Promoter/Developer alone. The Land Owner and the promoter shall pay their respective advocate's fees.

23. The promoters shall indemnify and keep indemnified the Land Owner against all losses, damages, costs, charges, expenses that will be incurred or suffered by the Land Owners on account of arising of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during the period of construction or due to any claim made by any third party in respect of such construction or otherwise howsoever .



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