भारतीय गैर न्यायिक

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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

10 AUG 2020

I-200014819/2020
10/8/2020
1.3 pm

DEVELOPMENT AGREEMENT

MEMORANDUM OF AGREEMENT made this the 10th day of August Two Thousand and Twenty (2020) **BETWEEN** **SRI SHIBESH GHOSH** (PAN NO. ADTPG4626Q)(Adhar Card No. 227884649716) son of Late Ranesh Chandra Ghosh, by Occupation – retired, by Religion – Hindu, residing at P-369/1, Parnasree Pally, **Post Office – Parnasree, P.S. – Parnasree** (Previously P.S.- Behala), Behala, Kolkata – 700 060, District – South 24 Parganas; hereinafter called and referred to as the '**OWNER**' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns of the "**ONE PART**" :

AND

MESSRS. PRIME PROJECT CONSTRUCTIONS, a Proprietory Concern having its office at 423, Parnasree Pally, **Post Office – Parnasree, Police Station – Parnasree,** Kolkata – 700 060, District – South 24 Parganas, represented by its sole Proprietor, **SHRI AMITAV GANGULY** (PAN NO. AFKPG2132C)(Adhar Card No. 735906883212) son of Late S.P. Ganguly, by Religion – Hindu, by Occupation – Business, residing at 3/1, Porui Kancha Road, **Post Office – Sarsuna, Police Station – Parnasree,** Kolkata – 700 061, District – South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the "**OTHER PART**" :

A. **WHEREAS** the 'Owner' herein purchased a piece and parcel of revenue free Bastu land measuring more or less 4 Cottahs 7 Chittaks and 02 Sq.ft. being Parnasree Pally Samavaya Samity Scheme Plot No. 369/1, on Parnasree Pally Road No. II, lying and situated at Mouza – Behala, within P.S. - Parnasree (Previously P.S. – Behala), J.L. No.2, R.S. No. 83, Touzi No. 346, under Khatian No. 66, comprised in C.S. Dag No. 594, previously within the limits of South Suburban Municipality at present within the limits of the Kolkata Municipal Corporation, in district of 24 Parganas now South 24 Parganas by a Deed of Conveyance dated 18.04.1976 duly registered in the office of the D.S.R. at Alipore and recorded in Book No. : I; being Deed No. : 2481 for the year 1976 from Parnasree Pally Samavaya Samity Ltd. a society registered under the Bengal Co-operative Societies Act, 1940. The above piece and parcel of land hereinafter referred to as the 'Said Land.'

B. **AND WHEREAS** after the purchase of the aforesaid land, Shri Shibesh Ghosh, the Owner herein, duly mutated his name in the records of South Suburban Municipality now known as the Kolkata Municipal Corporation in respect of his aforesaid land and then constructed a one storied residential house wherein he and his family resided there peacefully in the said house. After the mutation, the aforesaid property was known and numbered as K.M.C Premises No. 12 (Postal address being Parnasree Pally Samavaya Samity Plot No.

369/ 1), Parnasree Pally Road No. : II, Parnasree, within Ward No. : 131 of Kolkata Municipal Corporation, Kolkata – 700 060.

C. **AND WHEREAS** thus the Owner herein is seized, possessed and is occupying his total property known and numbered as K.M.C Premises No. 12 (Postal address being Parnasree Pally Samavaya Samity Plot No. 369/ 1), which includes the said land measuring 4 Cottahs 7 Chittaks 02 Sft. and the said building thereon (hereinafter together referred to as the 'Said Property') without any claim, demand, attachments, encumbrances whatsoever from any other corners; the said land is more and particularly described in the First Schedule hereunder written and the Owner have paid the Municipal Corporation Taxes till date.

D. **AND WHEREAS** the Owner herein agrees that the living condition of the existing building is not conducive to healthy living and the space is insufficient for the Owner and his family members. Thus for the benefit of exclusive and independent enjoyment of spaces within the family members and to avoid uncomfortable living; the Owner has agreed to appoint M/s. Prime Project Constructions of 423, Parnasree, Kolkata – 700 060 as the Developer (The party of the Other Part) to develop the 'said property' by construction of a partly Ground + Two storied and partly Ground + three storied residential building according to plan duly sanctioned by Kolkata Municipal Corporation.

E. **AND WHEREAS**; thus the Owner hereby agrees to authorize the Developer to develop the said land described in the 'First Schedule' hereunder written by constructing at Developer's own costs and expenses a new building thereon comprising of flats and car parking spaces on ownership basis and the Owners are agreeable to convey the Developer's Allocation of land and new building thereon to any Purchaser or Purchasers nominated by the Developer on the following terms and conditions agreed by and between the parties thereto.

ARTICLE – I : DEFINITIONS

1. The said property shall mean **ALL THAT** demarcated piece or parcel of land measuring 4 Cottahs 7 Chittak and 02 Square feet lying and situated at Kolkata Municipal Corporation Premises No. 12,

Parnasree Pally, Road No. : II, (Parnasree Pally Samavaya Samity Plot No. 369/ 1), Parnasree, Police Station : Parnasree, Post Office : Parnasree, Kolkata – 700 060, within the Ward No. : 131 of the Kolkata Municipal Corporation; District – South 24 Parganas, West Bengal, more fully and particularly described in the **'First Schedule'** hereunder written (hereinafter referred to as the '**SAID LAND**')

2. The Building shall mean a single building with partly Ground plus Two storied(backside) and Partly Ground plus Three storied(Front – Road Side) residential building comprising of ground floor and two/three upper floors together with a Lift to be constructed in the said premises in accordance with the Plan sanctioned by the Kolkata Municipal Corporation.

3. Building Plan shall mean the plan that is sanctioned by the Kolkata Municipal Corporation (K.M.C.) in the name of the Owners and shall include any renewal or amendments thereto and/or modifications thereof as per K.M.C. rules made or caused by the Developer for better planning and marketability without affecting the owners part of the apartments and common passages.

4.a. **SUPER BUILT-UP AREA** herein is defined only in relation to Built up area which in turn has been defined in the next sub-Paragraph. Built Up Area together with the common areas shall comprise the super built up area. In this context the common areas will include the common ground floor stair case and common ground floor stair case landings, staircase head room on the roof top. Common Passage from K.M.C. Road to the Ground Floor Stairs, under ground water tank and septic tank, over head water tank, care taker room, common toilet, lift space in ground floor and lift machine room, the total roof, parapet wall and other areas when constructed specifically for common use and passages for the use and convenience of the Flat Owners. Common Areas taken into consideration for the said Flat has been calculated @ 20% of the SUPER BUILT UP AREA irrespective of the common areas being more or less at the time of actual measurement.

4.b. **BUILT UP AREA** in relation to the said Flat shall according to its context mean the plinth area of the said Flat including the balconies and also the thickness of the peripheral walls, internal walls and pillars provided however that if any wall be common between the flats then one half of the area under such wall(s) shall be included in each

of such flat and it also includes proportionate share of stair case and stair case landing on the floors where the said Flat is located and which may be used commonly by the Occupiers/Owners of other flats located on the same floor of the said building. The measurement shall be calculated from outer wall to outer wall of such flats after the building is fully completed.

4.c. Super built up area minus 20% shall comprise the built up area or built up area plus 25% shall comprise the super built up area.

4.d. The Co-owners shall mean all persons who have agreed to own flats/units in the said building at the said premises including the owners for Flats/Units where possessions are not taken.

4.e. Parking Space shall mean open or covered car parking spaces. Open car park may be covered with a temporary roof shed. In this project it has become necessary to Provide for 4(Four) car parking facility under the ground floor roof and another 2(Two) open car parking space within the eastern side of the said premises/property to accommodate car parking facility for all the flat Owners with the vision to avoid congestion on the narrow road in front of the premises.

ARTICLE – II : EXPLOITATION RIGHTS

The Owner grants license and exclusive right to the Developer to:

a) Build a Ground plus two/three storied building in the said premises as mentioned in Clause (2) of the 'DEFINITIONS'; containing several flats, units, covered and open car parking spaces in accordance with the sanctioned plan and as per the agreement made herein and

b) To sell the flats, car parking spaces (covered and open car parking spaces) to the intending Purchaser/s except the self contained flats and car parking spaces (covered and open car parking spaces) in the Owners' allocation and the Developer shall be entitled to obtain necessary advance from such purchaser/s on terms and conditions as the Developer may in his discretion deem fit and proper. Developer to ensure that the intending Purchasers agree to the distribution of all car parking lots between the Owner, Developer and intending flat owners.

ARTICLE – III : BUILDING

A. 1. The Developer has, at his costs and expenses already prepared a building plan of the proposed residential building in the name of the Owners and got the same approved from the Owner and got the same sanctioned from the Kolkata Municipal Corporation vide Santioned plan no. No. 2016140057 dated 27.05.2016. The Developer shall be entitled to revise and amend the sanctioned plan if necessary, according to law except for the Owners' Allocation. Sanctioned Plan of the Owners' Allocation may be revised at the Owners' request and expenses.

2. The Developer shall at its own costs and expenses construct the Ground plus two/three storied building (as mentioned in Clause (2) of the 'DEFINITIONS') on the said land according to the above mentioned sanctioned building plan of the Kolkata Municipal Corporation and according to the specifications thereof.

3. The Developer shall appoint architect, contractor, sub-contractor, mason, workmen, durwan, mistries and shall pay their contractual considerations, fees, wages and salaries during the period of construction and the Owners shall not be liable for the payment of the same in any manner whatsoever.

4. The Developer is hereby authorized and empowered in relation to the said construction to apply and obtain at his own cost all type of permits and licenses from appropriate authorities, temporary and/or permanent connection of water, electricity, power and/or gas, drainage connection to the building and other inputs and facilities reasonably required for which purpose the Owners hereby agree to execute in favour of the Developer such Power(s) of Attorney and other authorities as shall be required by the Developer and the Owners shall also sign all such applications and other documents without delay as shall be reasonably required for the purpose of or otherwise in connection with the construction of the said building from time to time if and when it is necessary.

5. All dealing with the Purchasers in respect of 'Developers' Allocation' as mentioned hereinafter for selling of residential flats and car

parks by the Developer coming under his purview in the proposed building, shall be done by the Developer, either in his personal name or in firm's name (M/s.Prime Project Constructions). The Owners must give an appropriate Power of Attorney(as mentioned in Page 18 Clause 5) to the Developer to do the above said work. The Owners shall not be held responsible or liable in any manner for the above mentioned dealings with the purchasers by the Developer.

6. The Developer shall apply for Completion Certificate immediately on completion of the building and shall try and obtain Completion Certificate from the Kolkata Municipal Corporation within Eighteen months from the date of delivery of possession or earlier as granted by the Kolkata Municipal Corporation. Cost of modifications, alterations in common areas if required by K.M.C. for getting the Occupancy Certificate shall be borne by the Developer. The Developer agrees to pursue with the matter of getting the completion certificate at the earliest, until the same completion certificate for the building is obtained from the Kolkata Municipal Corporation.

ARTICLE – IV : BUILDING ALLOCATION

1. Immediately upon the start of construction of the proposed residential building stage by stage and/or on completion or on completion of any parts of the same; except for the Owners' Allocation of Flats and Car Parking lots on the Ground floor as mentioned in the Owner's Allocation, other balance flats, car parking spaces (open or covered space reserved for parking of cars) shall belong to the Developer. The Owner shall not have any right, title and interest claim and demand whatsoever in respect of the Developer's Allocation.

2. Immediately on completion of the building, the available covered and open car parking area on the ground floor will be marked and numbered keeping in mind the movement of the cars. The car parking lots as numbered will be mutually divided equally between the Owner and the Developer as also mentioned in their allocations. Developer to ensure that the purchasers of flats and car parking spaces has no objection to the distribution of all car parking lots

between the Owner, Developer or intending flat purchasers so that purchasers have no objection to the allotment of said car parking lots within the premises.

3. Each flat and car parking space in the proposed building comprise of and shall pertain to a undivided, impartible, proportionate share of land. On completion of the building; excluding the Owners' allocation of Flats and car parking lots, the Owners shall transfer and convey at the request of the Developer and at the costs of the Transferee or Transferees the proportionate undivided share of land in respect of the flats and car parking spaces at ground floor in Developer's Allocation by executing the relevant deeds of sale in favour of the Developer or such other person or persons who may be nominated by the Developer in this regard.

ARTICLE – V : CONSIDERATION

1. That the Developer shall construct the two/three storied building (as mentioned in clause (2) of the 'DEFINITIONS') on the said land containing a total land area of 4 Cottahs 7 Chittaks and 02 Square Feet more or less according to the said building plan as sanctioned by the Kolkata Municipal Corporation. As and when necessary the Developer shall bring in the finance for construction of the proposed building on the said land till completion of the project. During the period of construction, the Developer shall have the discretion to sell from the Developers' allocation the flats, open and covered parking lots/spaces in the said building to the Purchasers, on his own terms and conditions except for the flats and car parking spaces in Owners' Allocation.

2. The total covered area in the form of flats and car parking spaces to be constructed in accordance with the sanctioned building plan will be divided/shared and allocated between the **Owner and the Developer in the ratio of 50:50** in terms of area in the following manner :-

OWNERS' ALLOCATION

Whereas in respect to the allocation of flats in the proposed residential building; as agreed before, the ratio of sharing of constructed area of flat shall be in the ratio of 50:50 between the parties herein. The Total Flat area 5692

Sq.ft. Built-up Area (Super Built-up Area 7115 Sq.ft.) will be divided between the parties herein in equal portion that is in the ratio of 50:50.

A. ALLOCATION OF FLATS:-

i) **Owner** shall be allotted One **Three Bedroom flat (Flat No. 102)** measuring **1112 sq. ft. Built up Area (Super Built Up Area 1390 sq. ft.)** on the **First Floor, South/East/West facing** to be completed as per specifications mentioned hereinafter.

ii) Further the **Owner** shall also be allotted One another **Three Bedroom flat (Flat No. 202)** measuring **1112 sq. ft. Built up Area (Super Built Up Area 1390 sq. ft.)** on the **Second Floor, South/East/West facing** to be completed as per specifications mentioned hereinafter.

iii) (a) The **Owner** shall also be allotted another **Two Bedroom flat (Flat No. 201)** measuring **791 sq. ft. Built up Area (Super Built Up Area 989 sq. ft.)** on the **Second Floor, North/East/West facing** to be completed as per specifications as mentioned hereinafter; this allotment of Flat No. 201 subject to terms and conditions as mentioned hereunder.

(b) After the allotment of the above mentioned 3 flats to the Owner, the Owner's share of the total flat area is exceeding his allocable share of 50% by 211.5 Sq.ft. of Super Built up Area, which belongs to the Developer's allocation

(c) **Whereas** in the above mentioned allocated Flat No. 201, out of the total area of the flat measuring 791 sq. ft. Built up Area (Super Built Up Area 989 sq. ft.) Built up Area of 169.2 Sq.ft. (Super Built up Area 211.5 Sq.ft.) belongs to the Developer's share of allocation and the balance area of flat measuring 621.8 Sq.ft. of Built –up area (777.25 Sq.ft of Super Built Area) belongs to the Owner's share of allocation.

(d) That both the parties herein hereby agree to convey/sell the said flat being flat no. 201, flat measuring 791 Sq.ft Built up Area (Super Built up Area 989 Sq.ft.) wherein the **Owner shall sign as the 'Vendor' and the Developer shall sign as the 'Developer/Confirming Party'.**

(e) Developer hereby declare and confirms that Developer shall sign as Developer/Confirming Party in the above mentioned agreement for sale as and when required by the Owner on the condition that the Owner after receipt of the every installment from the Purchaser or his/her bank/financial institution shall pay due share of the said installment to the Developer as per sum mutually agreed upon for the undivided proportionate part of the developer's share of allocation in the said flat no 201; as per their already agreed allocations of flats.

After receipt of each and every installment from the Purchaser or his/her bank/financial institution the Owner and the Developer shall ensure that both the parties herein get their due share of said installment equivalent to their respective proportionate share of area in Flat No. 201 as mutually agreed upon.

B. **CAR PARKING SPACES** (Owner's Allocation) :-

THE OWNERS shall be allotted **50% of the car parking spaces** each measuring around 13'-6" x 7'-0" as per mutual agreement.

Out of the above said Car Parking allocation to the Owner, 2 (Two) Nos. Car Parking spaces of the Owner shall be below the Ground floor roof preferably in tandem.

If the Owner so desires; he shall sell the car parking space/s below the concrete roof in his allocation to the Developer at mutually agreed price for each car parking space. The car parking thus released by the Owner shall be reallocated to the intending purchasers as per discretion of the Developer. All car parking spaces including open and covered car parking shall be shared equally by Owner and the Developer herein.

Further the Developer shall pay to the Owner an adjustable security deposit of Rs. 1,50,000/= (Rupees One lakh Fifty thousand only).

C. OTHERS :-

Demolition of the old and existing building shall be done by the Developer through an appropriate contractor only after Owner has vacated the old and existing building.

The money obtained on account of proceeds from sale of debris from demolition of the existing building shall go to Developer's account and in

turn Developer shall arrange for the Owner suitable accommodation of two flats as follows:

i) one appropriate 3 bedroom, hall and kitchen flat and

ii) another appropriate 2 Bedroom, hall and kitchen flat ;

both in the vicinity of the project as per liking of the Owner at the expense of the developer, rented within a reasonable price for the duration of the project and till the Developer hands over possession of the Owners' Allocation to the said Owner in the new proposed project. The bigger flat to have a car parking space.

The agreement for rent/leave and license should specify the duration of stay. Under no circumstances the owner be required to shift out of the rented flats till completion of the project and till the Developer hands over the possession of the Owners Allocation to the said Owner in the proposed new project.

Further on fulfillment of the terms and conditions and settlement of considerations as stated in this agreement, the Owners and Developer will have no further reciprocal liabilities against each other which shall include amongst all other terms and conditions the allotment and delivery of possession of the said flats and car parking spaces to the Owners and shall also include the said completion of payment of considerations by either of the parties if and when applicable.

The Developer shall assist in mutation of all the newly constructed flat in the said proposed building if and when required by the Owner and other flat owners at the cost of the Owner/other flat owners.

DEVELOPER'S ALLOCATION

(Balance of the sanctioned or constructed area)

It is hereby agreed by and between the parties herein that the Developer is hereby authorized and permitted by the Owner to sell the balance of the proposed flats to be constructed in the said premises no. 12, Parnasree Pally Road No. II, Parnasree Pally, Under P.S.- Parnasree, Kolkata – 700 060, the land more fully described in the First Schedule written hereafter.

The Developer shall be allocated all the remaining 50% sanctioned or constructed area or the balance of the built up area which is not allocated to the Owner and shall include the balance flats and balance covered parking space in ground floor and open spaces earmarked as open car parking spaces (except those said flats and car parking spaces in Owners Allocation) as mentioned below.

Developer's allocation is as follows:-

A. ALLOCATION OF FLATS :-

Developer's allocation to be read in conjunction with Owner's Allocation; clause A (iii) (a) to (e) is as follows:-

i) *The Developer shall be allotted One* ***Three Bedroom flat (Flat No. 302)*** *measuring* ***1112 sq. ft. Built up Area*** *(Super Built Up Area 1390 sq. ft.) on the* ***Third Floor, South/East/West facing.***

ii) *The Developer shall be allotted another* ***Two Bedroom flat (Flat No. 01)*** *measuring* ***774 sq. ft. Built up Area (Super Built Up Area 967 sq. ft.)*** *on the* ***Ground Floor, North/East/West facing.***

iii) *The Developer shall be allotted another* ***Two Bedroom flat (Flat No. 101)*** *measuring* ***791 sq. ft. Built up Area (Super Built Up Area 989 sq. ft.)*** *on the* ***First Floor, North/East/West facing.***

iv) *The Developer hereby is also allotted another undivided minor share from a flat where the Developer's portion shall measure only* ***169.2 sq. ft. Built up Area (Super Built Up Area 211.5 sq. ft.)*** *situated in flat no.201. This area of 211.5 Sq.ft. Super Built up Area shall be sold by the Owner and Developer jointly as Vendor and Developer/Confirming Party respectively and the Developer shall get paid in installments the amount due to the Developer as mentioned in Owner's allocation mentioned hereinbefore.*

B. CAR PARKING SPACES *(Developer's Allocation) :-*

THE DEVELOPER *shall be allotted 50% of the car parking spaces situated in the premises as per mutual agreement with the Owner.*

Flat, Car Parking spaces and undivided proportionate share of land with respect to Developer's Allocation shall belong to the Developer. The Developer shall allot the flats and car parking spaces in Developer's Allocation to

intending purchaser/s at such price, terms and conditions or specifications which may be approved at his discretion.

Flats and Car Park space in the said premises shall be sold by the Parties herein on the condition that Purchasers of flats and covered car parking spaces in Developer's and Owner's allocation shall have no objection to the parking of cars in the open spaces within the said premises by the flat owners who have not received allotment of covered car parking spaces due to its limitation. Open car parking shall be allotted without obstruction to the movement of other cars which shall be parked in car parking spaces below the roof of the building.

Further construction if and when made on the roof shall be divided between the Developer and the Owner (Owner as defined in Page 1) in the equal share and no construction or development of any type shall be made on the roof without the written permission of each other.

ARTICLE – VI : MUNICIPAL TAXES, EXPENSES

The Owner shall hand over the said vacant premises to the Developer after paying all municipal taxes and dues, thereafter it shall be the responsibility of the Developer to pay all municipal taxes and dues with respect to the said premises until the construction is completed and Owner's allocation is handed over to the Owner/s. The Owner shall pay only proportionate Municipal Tax for his respective newly constructed flats and car parking to the Kolkata Municipal Corporation from the date of delivery of possession of Owner's allocation. The Owner/s shall not be liable for the Municipal Taxes of the flats in the Developer's Allocation. The Developer or its nominee or nominees shall be liable to pay Municipal Taxes assessed for their respective flats. After the completion of the Owners' allocation and delivery of possession of the same to the Owner/s, the Owner/s shall pay monthly maintenance charges for common expenses proportionate to the area of their individual flats, the amount of such maintenance charges shall be decided jointly by the parties herein till a Flat Owner's association is formed; the said monthly maintenance charges will be paid in advance by the Owners to the Developer just before taking possession of the flat and the amount of advance will be fixed mutually by both the parties herein at the appropriate time.

ARTICLE – VII : OWNERS' OBLIGATIONS

1. The Developer shall from time to time select the Purchasers of flats, units and spaces in the said building (other than the flats, Units and spaces in Owners' Allocation) and shall enter into an agreement with the purchaser/s to sell to the respective purchaser/s an undivided proportionate share or interest or ownership in the said land with respect to the flats/units to be purchased by them on behalf of the owners for which an appropriate Power of Attorney (as defind in Page 18 , Clause 5) shall be executed by the Owners in favour of the Developer. It is understood that the Owners shall have no objection to the same.

WHEREAS the Owners shall execute Power/s of Attorney in favour of the Developer, as further defined in page 18, clause (5), **for entering into Agreement/s with any intending purchaser/s and for construction,** development and sell of flats in Developer's Allocation and for execution and registration of Deed of Conveyance in favour of the purchasers in respect of Developer's Allocation. Be it stated here whatever is written in the registered Power of Attorney, the Developer shall not have to credit the consideration in respect of sale of Developer's Allocation in the account of the Owners.

2. The Owners hereby agree to sell and transfer absolutely to the Developer and/or its nominee or nominees or assignee/assignees all that undivided proportionate share or interest or ownership of the said land appertaining to each of the flat/unit or space to be developed as aforesaid, during or after construction save and except the undivided interest in the said land appertaining to each of the flat/unit or space proportionate to the built up area to be retained by the Owners.

3. a. The Developer will also strictly abide by the terms and conditions as stated in this agreement and violation in any manner by the Developer shall not be allowed by the Owners.

It may be mentioned that mutual trust and cooperation between parties hereto is the essence of this agreement. Accordingly sincere and honest efforts must be made by both the Owners and the Developer in exercising rights and power judiciously.

b. That during the continuance of this Agreement the Owners shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said property at the said premises by the Developer.

4. That the Owners shall sign all necessary legally valid papers and documents which may be required by the Developer for the purpose of construction and development of the said property in a speedy manner.

5. Immediately after the execution of this Agreement the Owners shall grant one comprehensive General Power of Attorney covering all points stated in earlier clauses, in favour of the Developer to facilitate the construction of the building as per plan sanctioned by the K.M.C. and authorizing him to enter into an agreement for sale with intending purchasers to sell the flats, open or covered car parking spaces in Developer's Allocation and to sell the same together with proportionate share of land by registering appropriate deed of conveyance/sale/transfer. The Owners or their legal heirs shall grant the said General Power of Attorney in favour of the Developer authorizing the Developer to construct the proposed building as per sanctioned plan and to enter into Agreement with intending Purchaser/Purchasers to sell, transfer, convey all that proportionate share of land together with constructed flats, car parking spaces, units built up on the said land (except for the Owners' Allocation of constructed flats, spaces, units built up on the said land and proportionate share of land attributable to their allocation) in favour of the Purchaser/s and to receive all earnest money/s and all payments as consideration money for flats, car parking spaces and other units of spaces and execute, sign and register such Deed of Conveyances in respect of all flats, car parking spaces and other units/spaces in Developer's Allocation and also to execute and register Agreement or Agreements for sale of flats/car parking spaces. The validity of such Power of Attorney shall be till the completion of all sales of all units and flats to the Purchaers by the Developer.

6. Immediately after the start of construction of the building on the said land, the Owners shall not have any right, title and interest, claim or demand whatsoever or howsoever in respect of the Developer's share of allocation with regard to implementation of this Agreement and the Owners shall not in any way hamper or obstruct the works to be carried out by the Developer. The Owners shall at all times cooperate in the manner required to confirm the Agreement/sale, transfer, executed by the Developer with/to the intending purchasers of the flats/spaces.

7. The owner shall make available to the Developer within a reasonable time required copies of title deeds and other legal papers. The Owner shall also, as and when required produce the original copy of the title