

Room No. 2, Kolkata, PIN-700003, represented by its Partners (1) **SRI MANOJ KUMAR VERMA, PAN-AECPV4068D, AADHAAR NO. 9375 7759 3828**, son of Sri Ram Verma, by faith Hindu, by nationality Indian, by occupation Business, residing at 9 Debendra Nath Mitra Lane, P.S.-Golabari, P.O-Salkia Howrah-711106 (2) **SRI BIJAY KUMAR BHARTIA (PAN-AEAPB6491G, AADHAAR NO6467 9568 4550)**, son of Late Shrawan Kumar Bhartia, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48/10, Jessore Road, Tulsi Dham Complex, Rupali Apartment, Flat No. 5G, Kolkata, PIN-700055 and their legal heirs, administrators, executors, representatives and / or assigns.

- (c) “ **THE SAID PREMISES** ” shall mean **ALL THAT** piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached
- (d) “**THE BUILDING/NEWLY CONSTRUCTED BUILDING/ PROPOSED BUILDING** ” shall mean the multistoried building proposed to be constructed in the land of the said property.
- (e) “ **AMALGAMATED LAND** ” shall mean the combination of one or more adjoining land into a new merger land including the said premises.
- (f) “ **THE PLAN** ” shall mean the existing plan vide Plan No. 202320018 dated 06.06.2023 issued by K.M.C. as well as any additional or modified plan if required in future sanctioned by Kolkata Municipal Corporation for construction of multi-storied building on **ALL THAT** piece and parcel of Bastu Land measuring about **04 (Four) Cottahs 07 (Seven) Chittacks 8.5**

(Eight point five) sq. ft more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached.

(g) "**THE ARCHITECT**" shall mean such person or persons as may be appointed by the Developers for time to time for the construction on the said premises.

(h) "**SALEABLE AREA**" shall mean the constructed or transferable area and / or space in the building available for independent use and occupation after making due provision for space required for common portion and common facilities.

(i) "**THE OWNER'S ALLOCATION**" shall mean:

A. The Owners Number 1 to 3 will jointly get 2020 Sq.ft. built up area in north-eastern portion of the first schedule property herein of the proposed multi-storied building alongwith all easement rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building by following manner

- (WHICH EVER IS HIGHEST AS PER BUILT UP AREA)
- i) Two Open Car Parking Space, each having 110 Sq.ft., built-up area in ground floor portion.
 - ii) Two 3BHK residential flat each having 900 Sq.ft. built-up area in 2nd & 3rd floor of said building.

OR

50% of total newly constructed area (as per their undivided share of land area out of total amalgamated land area) of proposed multi-storied building together with all easement rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building.

B. The Owner Number 4 will get 50% of total newly constructed area which included Two Flats on the second Floor and Third Floor and two car parking Space and one shop room on the ground Floor (as per his undivided share of land area out of total amalgamated land area) of proposed multistoried building together with all easement

rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building.

- (j) "**THE DEVELOPER'S ALLOCATION**" shall mean remaining portion of total constructed area save and excepting of the 'Owner's Allocation' herein with right to use common areas and facilities including right of easement and right to use other common amenities and proportionate share in the land comprised in the said building thereto.
- (k) "**ROOF RIGHTS**" shall mean and include top roof after entire construction of building made by the Developers shall belong exclusively to the Owners/First Parties and the developer as per their ratio but the said roof can be used for only drying cloth purpose and fixing T.V. antenna by the flat owners.
- (l) "**COMMON PORTION**" shall mean common parts and/or portion and/or facilities in the land and in the building which will be used by the owner of the respective flat and / or occupiers of the building mentioned in the Fifth Schedule written hereunder and Developers also.
- (m) "**COMMON EXPENSES**" shall mean the expenses to be incurred by the occupiers of the flat or flat holder Association for the purpose of management and maintenance of the building and the common portions of the said building mentioned in the Sixth Schedule hereunder.
- (n) "**SINGULAR**" shall mean plural and vice versa.
- (o) "**THE MISCULINE**" shall mean feminine and vice versa.
2. The Developers shall cause all necessary searches at its own costs with regard to market ability of the title of the property. However, the occupier hereby undertake to keep Developers indemnified against all the parties claim with regard to their aforesaid properties and further undertake not to create any encumbrances

on their aforesaid premises or any part nor shall induct any tenant in the said premises or any part thereof during the tenure of this project.

(a) That the Owners/First Parties do hereby grant the exclusive right of development/construction of building on their premises with the intent and object that the Developers shall construct and erect and complete the multi storied building on 'First' schedule property in accordance with the sanctioned plan as well as any additional or modified plan if required in future to be sanctioned by Kolkata Municipal Corporation.

(b) That the Owners/First Parties will pay the rates and taxes to the competent authority upto the date of sanctioning of the plan.

(c) The Developers will bear all costs and expenses to be incurred for construction of multi-storied building and the Owners/First Parties will render and provide all necessary co-operation to the Developers in the matter of development/new construction of the said building.

3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the owner and the Developers, the owner have agreed to grant the exclusive right of the development by constructing multi-storied building on the "Said Property" as per sanction plan as well as any additional or modified plan if required in future to be sanctioned by Kolkata Municipal Corporation.
4. The Owner/ First party shall handover vacant peaceful possession to the Developers/ Second Party in the "said Property" to enable the Developers / Second Party to start construction after obtaining sanction plan sanctioned by K.M.C.
5. The Memorandum of Understanding shall come into force immediately after execution of this Agreement.

6. The Owners/First Parties have delivered to the Developers all the original documents relating to title Deeds, Demands Register, Tax Receipts, site plan etc. in connection with the said premises as are morefully mentioned and described in the Seventh Schedule hereunder written which will remain in the custody of the Developers and the Developers shall be bound at all times hereinafter to cause production thereof to the Owners/First Parties and/or their nominee or nominees and/or their transferees or transferees and/or their agents as and when will be required by him and at the costs of their requiring the same and also at the like request and costs shall allow him to take copies and / or extracts therefrom and after completion of the propose multistoried building shall handover the same to the association of the said proposed multistoried building.
- 7.(a) The Developers / Second Party will carry out works of construction of the aforesaid multistoried building at their own cost and expenses as per specification written in the Second Schedule below.
- (b) If any additional construction and / or work is required to be carried out by the Developers as per requirement of the Owners/First Parties in the Owners' allotted portion, the cost of such additional construction and/or works will be borne by the Owner / First party.
8. The Owners/First Parties do hereby authorise the Developers/Second Parties to develop the Developers' allotted portion in favour of the prospective purchaser or purchasers with the proportionate share of the land and for that purpose the owner/ First party do hereby by this agreement authorise Developers / Second Party herein to sign the necessary agreement, agreement for sale, lease, mortgage , gift, Deed of Conveyance and all necessary documents for and on behalf of the Owners/First Parties herein and present the same before any Registrar or sub-registrar or Additional Registrar and admit the execution thereof and get the documents registered. All amount receivable under

such agreement for sale and Deed /Deeds of conveyance shall absolutely belong to the Developers and will be received by the Developers only.

8. Simultaneously with or immediately after the execution of this Memorandum of understanding, the Owners/First Parties shall execute necessary Development Power of Attorney in favour of the Second Party authorising the Developers / Second Party to do all or any of the function of the occupier for the fulfillment of the object of this Memorandum of Understanding and that the said Development Power of Attorney shall remain in force till the purpose of this Agreement is fully served and satisfied and /or will remain effective.
9. The Owner/ First party is agreed to nominate and appoint an agent or Attorney for and on behalf of himself and do hereby nominate, constitute and appoint the Developers as their true and lawful Attorney in their names and on their behalf and the said appointment of constituted Attorney to the Developers shall be made by the Owners/First Parties to execute and/or for the purpose hereunder mentioned.
 - (a) To prepare and to apply for modification of existing portion and have the same modified and for the said purpose to sign and execute for himself and/or on behalf of the occupier all plans, applications, forms, papers and/or other documents and/or writings as may be necessary or required thereof.
 - (b) To present before Kolkata Municipal Corporation for all purposes or connected with the construction of proposed building and/or the plans.
 - (c) To complete the construction of the proposed multi storied building at the same premises on behalf of himself and to sell or transfer or lease out Developers allotted portion to their nominee or nominees and/or their transferees and/or lease such portion or

portions interested in acquiring portions of the proposed building or any part thereof.

- (d) To apply for and obtain quotes, entitlement and/or other allocations of or for cement, steel, bricks and other construction materials in their names on behalf of the Owners/First Parties for the purpose of construction of the proposed building and to pay the amount for the same and to obtain receipt for the same.
 - (e) To apply and obtain temporary and/or permanent connection for electricity, gas, water, power and/or other connection and / or lines of essential services and / or utilities required in and or for the proposed building and / or any part thereof.
 - (f) To execute and sign proposed lease, deeds, conveyance, papers, forms or any other documents on behalf of the Owner / First Party for the purpose of transferring, selling, conveyance, lease conveying the Developers' portion of the proposed construction to any person of their choice and to present all such writings, deeds, conveyance before any Registrar, sub-registrar and admit the execution thereof and to get the documents registered.
10. The pump, corporation water storage, tanks, overhead tanks and reservoirs, electrifications, permanent electric connection and all their fittings and installation shall be used and the Developers shall deviate there from save and except in matters of interior decoration of the respective flat or apartments which may be varied according to the rules and regulations of the respective leases or transferee, allottees or purchasers.
11. The Developers/ Second Party is hereby authorized by the Owner/ First Party under this agreement and also by virtue of the above mentioned or by separate Development Power of Attorney after Development Agreement to be executed as hereunder mentioned to apply for and obtain entitlement and other allocation of cement, steel, bricks and other building materials fittings and instant allocations

allocable to the First Party for the construction of the building and apply for and obtain temporary / permanent connection for supply of water, electricity etc. to the building and other inputs and fixtures and facilities required for the construction or enjoyment of the building flats or apartments and for the purpose as aforesaid to execute all such authorities Power of Attorney as may be required by Second Party and shall also sign applications, papers and documents and also do all such other acts, deeds things as are necessary or ancillary to or connected with the building or construction work.

12. The Developers shall also provide at their own cost and expenses for water pipes, lines, sewerages, connection to all the flats or apartments including flat or apartments to be allotted to the Owner/ First Party in terms of this Memorandum of Agreement.
13. That during the time of construction of building at the said property, the Developers shall also provide two flats in good habitable and well conditioned to the owner/ First party in a nearby place and the Developers shall incur or bear the rent of said accommodation and/or expenses for the same until delivery of fully completed Owner's allocation as specified.
14. That the Developers shall at their own cost and expenses may apply for flats or apartments therein in accordance with the said sanctioned plan with such modifications herein above stated to permissible modification or variation as per the specification set out in the fourth Schedule.
15. That the Owner/ First Party shall bear all taxes in respect of the premises upto the date of handing over possession of the premises to the Developers/ Second Party and after the date of delivery of flat and apartments of the Owner / First Party allocation the Owners / First party shall bear proportionate rates and taxes immediately on delivery of possession of such flats or apartments and the said taxes shall from part of common expenses till separate assessment of each flat/ apartment is made by the authorities competent in this matter. From the date of transferring possession to

the Owner/ First Party the taxes and/or leaser the taxes and all outgoings expenses will from part of common expenses and shall be paid by the Owner/ First Party proportionately.

16. The Memorandum of Understanding shall not be deemed to construe a demise or assignment or transfer of any interest in the land by the Owners/First Parties in favour of the Developers/Second Parties but the right of the Developers on the said premises.
17. That the Owners/First Parties shall have no right to make any interruption or interfere with the work of the development and the Developers shall have exclusive freedom, full right and absolute authority to proceed with the work of said construction in terms of this Memorandum of Agreement.
18. That the Developers shall have full right and absolute authority to invite purchaser or purchasers or allottees of the flats or apartments or its allotted portion of the proposed building and to receive advance from intending purchaser even before the construction is completed and for the purpose of exercising the said rights, the Second Party shall have the following Powers:
 - (i) To advertise and or otherwise invite purchaser or purchasers of the flats or apartment of the said proposed building.
 - (ii) To enter into agreement or agreements for sale, for lease for transfer of flats or apartments of the new building with such intending purchaser or purchasers and to receive from them earnest money or part payment of the agreed total consideration of price of such flat or apartment.
 - (iii) To receive and realize the balance of each agreed total consideration from the intending purchaser or purchasers as the Second Party may be agreed upon and to deliver vacant possession of the respective flats or apartment to the respective purchaser or purchasers or buyers under grant of certificate of delivery of possession in respect thereof.

19. That the Second Party shall complete the construction of the said building within 08 months from the date of execution of this document of the premises and handover the same in habitable condition to Owners without delay otherwise the developer shall be liable to pay Rs. 25,000/- per month towards compensation to the owners No. 1 to 3 herein and another Rs. 25,000/- to the Owner No. 4 till the deliver of possession of owners' allocation from the date of such failure.
20. That the Developers/ Second Party shall at their own cost & expenses shall construct and complete the allotment of the First Party/Owner and handed over the Owner's allocation with possession certificate within the above mentioned prescribed period from the date of handing over the vacant possession of the premises by the Owners/First Parties and sanction of plan whichever is happening subject to the further condition of the Owner / First Party made under the agreement.
21. That the Developers / Second Party shall have full right and absolute authority to transfer and/or sell or lease their allotted share of the multi-storied building to the extent excepting owner's allocation which is morefully described in second schedule below of the total constructed area to the intending purchaser/purchasers of allottees in the manner he likes.
22. That the Owner / First party shall sign and execute all such development power of attorney, letters of authority for papers and documents as may be found necessary for the purpose of fulfillment of object of this Memorandum of Agreement for smooth progress of construction work.
23. That the Developers/Second Parties with a view of selling and/or transferring or leasing and/or allotting the flat or apartment to the intending purchaser or purchasers or allottees shall:

- (i) Make full and true disclosure of the nature of the interest to be conveyed or transferred in respect of the said flats or shop or apartments.
 - (ii) Make full and true disclosure of encumbrances, if any affecting such flat or apartment.
 - (iii) Make full and true disclosure and give inspection of the plans and specifications of the entire building or which the proposed flat or apartment forms apart.
 - (iv) Specify the date by which the possession of the flat or shop or apartment is to be handed over to such transferee or transferees.
 - (v) Make full true disclosure of all outgoings including ground rent, if any, rates and taxes, if any local taxes and other expenses forming part or common expenses.
 - (vi) Make full and true disclosure of all such documents as may be required to give true and other clear picture as to the title in respect of the flats or shop or apartments proposed to be leased flats or shop or apartments proposed to the lease or transferred.
24. During the continuance and subsistence of this memorandum of Agreement, the Owner /First Parties undertakes:
- (i) Not to cause any obstruction or impediment to the construction or development of the said premises to be carried out by the Developers/ Second Parties in accordance with the sanctioned plan.
 - (ii) To Grant all assistance to the Developers/ Second Parties as well as to the flat/apartment Owners for mutating their respective names in respect of the said flat with the office of K.M.C. and with other concerned authorities and similarly the Second Parties shall also extend their help and assistance

enabling the Owners / First Parties to mutate their names in respect of said flat/ apartment allotted to them.

(iii) To give undertaking different phase of work as contemplated by this Memorandum of Agreement of Owner/ First Parties shall at the cost of the Developers/ Second Parties provided the Developers / Second Parties with such assistance as may be found necessary to enable the Developers/ Second Parties to proceed with the job of construction of proposed building for fulfillment of the object of this Memorandum of Agreement.

25. For the purpose of smooth enjoyment of each of the flat or apartment, particularly its common area and facilities as described in the Fifth Schedule written below and also for reimbursement and bearing of the common expenses mentioned in the Sixth schedule written below by the respective owners of each such flat of the said apartment owner along with the First Parties and Second Parties may frame rules and bye laws for the guidance of all of each apartment owner for the smooth management of the property.

26. From the date of services of the notice of the completion of the Owner/ First Parties' portion of the proposed building by the Developers in favour of the Owner-cum-occupier shall liable for the following:

(a) To pay Owner / First Parties shares of the Municipal Taxes and all other levies impositions outgoings in respect of the said premises and the progress but till the Owners' portion of the proposed building not separately assesses and thereafter wholly for the Owner-cum-occupier of the proposed building.

(b) To punctually and regularly pay to the Developers' allocation to the extent of Developers allocation shares of the common expenses mentioned in the Sixth Schedule written below.

(c) For observing and fulfilling all rules and regulations as may be made by the Developers in connection with the beneficial use and enjoyment of the common portion of the proposed building.

27. The Owners/First Parties shall duly indemnify and keep the Developers saved harmless and indemnified in respect of the liability

of the Owner as aforesaid and proceedings arising out due to non payment thereof.

MISCELLANEOUS

28. It is expressly declared that the responsibility of the Developers/Second Parties as the constituted attorney of the Owners/First Parties extend to all institutions and jobs includes defending of suit, proceedings and actions both Civil as well as criminal which may be arisen in respect of the construction of the proposed building and all costs and expenses incurred for the same shall be borne by the Second Parties exclusively.
29. In case of death of Owner/ First Parties the Agreement will devolve upon and become binding upon the legal heirs and representatives of the deceased owner-cum-occupier.
30. It is further declared that for all such purposes for which no provision has been made herein but which may be found necessary to be done executed and/or performed during the subsistence of this Agreement and during the period of construction work the Owners/First Parties shall execute or do or cause to be done or performed all such acts, deeds and things as he may be required to enable the Developers / Second Parties carry out the job construction and for fulfilling of the object of this Agreement Developers/Second Parties will be at liberty to accept loan in their own name for the purpose of construction of the said building.
31. A notice by any of the parties hereto to the other shall be served in accordance with the established principles of the law of the land either by personal delivery against receipt or by registered post with A/D and all such services shall be governed by the provision of the General Clauses Act 1899.
32. The name of the proposed building shall be settled and decided by the Parties hereto amicably and subsequently.

33. The Owners / First Parties declares that he has not entered into any agreement with any other Developers or with any other person for construction of multi-storied building on the land of **ALL THAT** piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached, if any such agreement is ever found to exist in future, the Developers/Second Parties shall be entitled to be compensated for any loss or damages sustained by him for such activity of the Owners/ First Parties.
34. The Owners/ First Parties hereof undertake to join and subscribe their hands in execution and registration of all or any of the requisite deed of transfer and/or conveyance in favour of the intending purchaser or purchasers or transferees as may be required by the Developers/ Second Parties, if the Owners/First Parties fail to execute and/or join any of the necessary conveyance by which the proportionate share of land and flat will be transferred and in that event the Developers/Second Parties will be at liberty to sign and execute and present the said deed of transfers and or conveyance and shall present the same before any Registrar or sub-registrar and admit the execution and get it registered for and on behalf of the Owners/First Parties by the strength of this Memorandum of Agreement Developers/ Second Parties shall receive the said consideration of their allotted portion including the cost of sale or lease of proportionate share of land.
35. That the Developers herein already amalgamated the Schedule mentioned property and in that event the Developers/second Parties are also bound to do necessary partition deed between the land owners No. 1,2 and 3 and land owner No. 4 of amalgamated property at their Own cost and expenses and the Developers shall grant

certificate of delivery of possession in respect of owners allocation to the Owners/First Parties before execution of Partition Deed.

36. For non performance or delay in performance of the part of the obligation causes by the memorandum of understanding upon the Developers/ Second Parties due to any unforeseen event or intervening impossibility over which the Developers/Second Parties have no control, the Developers/ Second Parties shall not for such non-performance of delay in performance.

37. The Developers/ Second Parties will not be liable for any delay of construction of the building due to any unforeseen event happening which is beyond the control of human being.

38. That beside the provisions of the West Bengal Apartments Owners Act 1972 the West Bengal Apartment (Regulation of Construction and Transfer) Act 1972 the provision of the Indian Contract Act, 1872 and all relevant laws of the land shall be applicable to govern the relationship created between the parties by this Memorandum Agreement.

39. Any differences and disputes arising by and between the Parties during the time or construction work will be referred to the Arbitrator as per Arbitration Act who will be at liberty to proceed smoothly and to dispose the disputes early.

POWER OF ATTORNEY

Now for smooth process of construction We want to appoint the Developers herein as our lawful Constituted Attorney to do all acts, deeds, things and cause to be done and perform in respect of our aforesaid property in terms of the Development Agreement on our behalf.

NOW KNOWN ALL MEN by these presents that We, the above named Appointer/ Owners/ First Part do hereby jointly nominate, constitute and appoint "**M/S VERMA CONSTRUCTION " (PAN-AAXFV5075B)**" a Partnership firm having its office at 44B, Baghbazar Street, Room No. 2, Kolkata, PIN-700003, represented by its Partners (1) **SRI MANOJ KUMAR VERMA, PAN-AECPV4068D, AADHAAR NO. 9375 7759 3828**, son of Sri Ram

Verma, by faith Hindu ,by nationality Indian , by occupation Business, residing at 9 Debendra Nath Mitra Lane, P.S.-Golabari, P.O-Salkia Howrah-711106 (2) **SRI BIJAY KUMAR BHARTIA (PAN-AEAPB6491G, AADHAAR NO6467 9568 4550)**, son of Late Shrawan Kumar Bhartia, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48/10, Jessore Road, Tulsi Dham Complex, Rupali Apartment, Flat No. 5G, Kolkata, PIN-700055, hereinafter referred to as the **APPOINTEE/SECOND PART** as our true and lawful Attorney to do all acts, things, perform, execute and cause to be done, executed and performed in respect of our property more fully and particularly described in the Schedule hereunder written as mentioned below in our names and on our behalf that is to say.

1. To develop/to make construction on the land of **ALL THAT** piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached.
2. To engage, Engineer, L.B.S. Designer, Masons, architect, Labourers and any other Kind of technical know-how for the purpose of erection of the said construction and/or project at the said premises , for and on our behalf.
3. To appoint Architecture for the design of the building if necessary at all.
4. To obtain sanction building plan as well as any additional or modified plan if required in future sanctioned by Kolkata Municipal Corporation for construction of multi-storied building by depositing sanction fees or any additional fee/fine imposed by K.M.C. and to observe all the formalities before Kolkata Municipal Corporation, Settlement Department, urban Land Ceiling Department and all other statutory authorities like CESC Ltd., Calcutta telephones etc. and on our behalf.
5. To make correspondences and to negotiate with staffs of Kolkata Municipal Corporation and other authorities and even with the intending Buyers/Purchasers for the purpose of booking of the Flats/units/spaces etc and to take and/or accept consideration

- either in part or in entirety in respect of the Developer's allocation share i.e., 50% of total constructed area of proposed construction.
6. To confirm and to execute any Deeds as vendors or otherwise for recognizing and acknowledging the right of the Developers in selling the Constructed area along with proportionate undivided land Share in respect of Developer's allocation.
 7. To represent us before Kolkata Municipal Corporation for mutation purpose of said property or attend any hearing before K.M.C. on our behalf.
 8. To represent us before all Government, Semi-Government, statutory authorities and other public and private sector as men in possession with right to develop the property with further right to represent us on the strength of Power of attorney hereby given.
 9. To settle all local, political and /or any other disputes in respect of the said property at the time of execution of construction work for and on our behalf.
 10. To Engage and appoint Lawyer, Advocate, solicitor, attorney, Barrister, clerk, mohrar, authorized representatives for acting in connection with our above mentioned property in respect of any case, appeal, revision etc. arising thereto.
 11. To initiate, defend all suits cases, proceeding in Courts including Civil, Criminal Administrative, Original Side , Appellate Side, Honorable High Court, Calcutta and even to the Supreme court of India, tribunals , local authority, government and semi-government department and private and public sector- departments company, trust , partnership firm registered and unregistered society for and on our behalf.
 12. To settle all disputes either with the neighbors , local club if any for and on our behalf.
 13. To execute and register any Agreement for Sale and Deed of Conveyances for transfer of ownership basis or otherwise in respect of the developer's share of allocation as per aforesaid development agreement and to represent us being vendors in the said Agreement for Sale and Deed of Conveyances.
 14. To receive earnest and consideration money including advance intending purchasers, to attend District Registrar or any Sub-Registrar or before all the Registration Office, execute documents of

sale deeds and to deliver possession of the property to the intending purchasers for and on our behalf in respect of only Developer's allocation.

15. To obtain all licenses from the Authority concerned required therefore in case of necessity and necessary activities as and when the same required and on our behalf.
16. To receive money order , notices letters and the correspondences in our names and to reply the same and also appreciate the same.
17. To take or install electric meter/meters , water, telephone, gas and other required facilities for each flat/ unit/ space etc. if necessary at all .
18. To manage, control, supervise and maintain the said property and to develop of the same as per terms of the original development agreement.
19. To receive and refund any amount to any persons against proper receipts for and on our behalf if required and necessary.
20. To sign and verify plaints, vakalatnama, written statements, petitions , objections , swear affidavits, adduce evidence and appear before all statutory bodies, Government, Semi-Government departments and all Civil and Criminal Courts and also to compromise and compound settle and adjust all disputes with all or any person / persons whomsoever.
21. To prosecute and defend all legal proceedings, administration proceedings and any other proceedings in connection with the raising of construction work and transferring of the property and delivery of possession for and on our behalf.
22. To submit any Revised Building Plan, Deposit Fines, File as made plan and to execute in case of necessity any Deed of Declaration, Deed of Rectification or any other instruments in order to convey the intending purchasers / buyers a perfect title in the property for an on our behalf.
23. To obtain any refund of stamp duty, court fees or any other amount from any body or any government departments or any other organization of our said property on behalf of our account.
24. To form any service company or owners association and to give assistance to the flats owners etc and / or maintenance work of the

newly constructed masonry building in the said property, for and on our behalf.

25. From time to time and substitute with all or any of the power aforesaid and such substitutions as the said attorney may think fit and proper.

26. All receivable by/payable to the principal(if any) should be paid to the principal.

AND GENERALLY TO DO all acts deeds, matters, thinks for smooth execution and discharge of the said development process according to the respective shares and We hereby ratify and confirm and agree to ratify and confirm all and whatsoever that our said Attorney shall do or cause to be done by virtue of this Power, We hereby agree that all acts, deed and things lawfully done by our said attorney shall be construed as acts, deeds and things done by me and We undertake to ratify and confirm all and whatsoever for all the time being.

AND GENERALLY to do all that is or may be necessary and proper for the aforesaid.

AND, We, the said appointers, do hereby agree to ratify and confirm all and whatsoever as aforesaid shall lawfully do or cause to be done the premises by virtue of these presents.

FIRST SCHEDULE ABOVE REFERRED TO
(The said Amalgamated entire property)

ALL THAT piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with G+4 storied building under construction total measuring about 9000 Sq.ft. i.e. 1800 Square Feet in each Floor having marble flooring and with lift facility comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** having Assessee No. 110111300720 and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached thereto, which is butted and bounded as follows:

ON THE NORTH : By 20' feet wide Nalin Sarkar Street.

ON THE SOUTH : By 28H & 28J, Nalin Sarkar Street.

ON THE EAST : By 7'feet wide common passage

ON THE WEST : By 11'-6" wide Nalin Sarkar Street.

SECOND SCHEDULE AS REFERRED TO ABOVE

(Owner's Allocation)

(WHICHEVER IS HIGHEST AS PER BUILT-UP AREA)

A. The Owners Number 1 to 3 will jointly get 2020 Sq.ft. built up area in north-eastern portion of the first schedule property herein of the proposed multi-storied building alongwith all easement rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building by following manner

- :
(WHICH EVER IS HIGHEST AS PER BUILT UP AREA)
- i) Two Open Car Parking Space, each having 110 Sq.ft., built-up area in ground floor portion.
 - ii) Two 3BHK residential flat each having 900 Sq.ft. built-up area in 2nd & 3rd floor of said building.

OR

50% of total newly constructed area (as per their undivided share of land area out of total amalgamated land area) of proposed multi-storied building together with all easement rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building.

B. The Owner Number 4 will get 50% of total newly constructed area which included Two Flats on the second Floor and Third Floor and two car parking Space and one shop room on the ground Floor (as per his undivided share of land area out of total amalgamated land area) of proposed multistoried building together with all easement rights of facilities and amenities within common areas and proportionate share in the land comprised in the said building.

THIRD SCHEDULE AS REFERRED TO ABOVE

(Developer's Allocation)

Developer's allocation shall mean remaining portion of total constructed area save and excepting of the 'Owner's Allocation' herein with right to use common areas and facilities including right of easement and right to use other common amenities and proportionate share in the land comprised in the said building thereto.