consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.

(f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus Three storied building thereon in accordance with the building plan sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.

(g) The **DEVELOPER** shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan duly sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.

(h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** of the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.

(i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any

objections for it on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.

(j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 30 (Thirty) months from the date of execution of this Agreement.

(k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-

(i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER.**

(ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.

(iii) That at the time of execution of this Agreement **OWNERS** have positively deliver vacant possession of the entire premises as mentioned

in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanctioned building plan sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** and the stipulated time for completion of this project shall be counted as 30 (Thirty) months from the date of execution of this Agreement. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time after mutual discussion between the parties herein.

(iv) The **DEVELOPER** shall sell all the Developer's Allocation of the building, as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common areas and facilities proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s).

(v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the SCHEDULE - A hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get building plan as well sewerage plan

and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint Advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc.

6. THE OWNERS HEREIN EXECUTES THIS POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The **OWNERS** Namely, (1) **SMT. CHITRA GHOSH, (PAN-AFLPG2739N), Aadhar No.8502 7102 5500,** wife of Sri Samit Ghosh, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, **(2) SMT. MAUSUMI DEBNATH, (PAN-AJJPD9209N), Aadhar No.5226 4255 8353,** daughter of Amal Chandra Debnath, wife of Mr. Sumit Majumder, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, permanently residing at Sibnagar College Road, Extension, P.O. Agartala College, P.S. East Agartala. Tripura (West), PIN-799004, presently residing at C-27, East Rajapur, P.O. Santoshpur, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata – 700 075, do hereby appoint **M/S. R.D. CONSTRUCTION,** a proprietorship firm, having its office at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, represented by its Proprietor namely **SRI RABINDRA NATH DAS, (PAN - ADKPD9711E), (Aadhar No.8705 9712 9465),** son of Late Ram Chandra Das, by Occupation – Business, by faith - Hindu, by Nationality - Indian, residing at 13/B, Deshapriya Nagar, Palpara, P.O. Sinthi, P.S. Baranagar, Kolkata – 700 050, as their lawful Attorney on their behalf to do the following acts in respect of their property as mentioned in the **SCHEDULE** below:

1. To look after and manage the property on behalf of the OWNERS/PRINCIPALS.

2. To look after and to control all the affairs for the development of the said land and construction of a **Ground Plus Three Storied building Plan with Lift Facility vide building Permit No.2019120138 dated 07.11.2019 from The Kolkata Municipality Corporation** at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the OWNERS all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE A below property and register the such document as per requirement for the interest of the proposed project.

3. To sign (if require) all applications or objections personally or through Lawyer or other agents to for any Mutation matter of The K.M.C. and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on our behalf.

4. To sign (if require) all applications or objections personally or through Lawyer or other agents to for any Mutation and/or Conversion matter of Ld. B.L. & L.RO. Kolkata and pay necessary Khajna to Ld. B.L. & L.RO. Kolkata as and when necessary on our behalf.

5. To sign, execute and submit all revised building plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary modification and/or alteration of sanctioned plan sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and to collect the same from the concerned department as and when necessary on our behalf.

6. To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration and/or revised building plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto and to collect the same from the concerned department as and when necessary on our behalf.

7. To pay fees for obtaining the modification and/or alteration and/or revised building plan and such other orders and permissions from the necessary authorities on behalf of land owners as required for modification and/or alteration and/or revised building plan and also to submit and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.

8. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.

9. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper.

10. To apply for obtaining electricity-connection from CESC and also gas connection and also for installation lift in the Premises and to take telephone or other connections and also install electric transformer in the

said property and /or to make alteration therein and to disconnect the same and for that purpose our Attorney shall sign, execute and submit all papers, applications, documents on our behalf and shall do all the acts and deeds on our behalf and our attorney shall execute and sign all the papers related thereto.

11. That our Attorney shall sign any kind of modified plan and/or plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all paper related thereto for the sanction of drainage and sewerage connection and also internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.

12. To apply for and obtain building materials from the concerned authorities for construction of the building to be erected on the said property as aforesaid and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.

13. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

14. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE- D** of this registered Development Agreement excluding the **OWNERS' ALLOCATION** as mentioned in the

SCHEDULE B of this registered Development Agreement. The DEVELOPER shall do all the acts on **Developer's Allocation** on behalf of the Owners.

15. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, and/or collect the I.G.R. and/or Deed from the registering authority on our behalf on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D below excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE B below and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.

16. To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D below** excluding the **LAND OWNERS' ALLOCATION as mentioned in the SCHEDULE B below** alongwith the proportionate share of land in our names as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S ALLOCATION** to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER.**

17. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said DEVELOPER'S ALLOCATION of the said building

thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per said registered Development Agreement.

18. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.

19. To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same on our behalf.

20. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned in connection with the **DEVELOPER'S ALLOCATION** only **as mentioned in the SCHEDULE-D below.**

21. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.

22. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.

23. To file and defend suits, cases, appeals and applications of whatsoever nature for and on our behalf of or to be institute preferred by or any person or persons in respect of the said property.

24. To comprise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.

25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

26. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

AND GENERALLY TO act as our Attorney in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as We would do if We would personally present.

AND We hereby ratify and confirm and agree or undertake and whatsoever our said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

7. THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS as follows :-

(i) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.

(ii) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.

(iii) The **DEVELOPER** shall act as per the terms and conditions of this Agreement.

(iv) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the **DEVELOPER**. The **OWNERS** shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the said building. The **DEVELOPER** shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.

(v) The complete construction specification shall be part of the agreement under Annexure – X.

8. <u>MUTUAL COVENANT AND INDEMNITIES</u> :-

(i) The **OWNERS** hereby undertake that the **DEVELOPER** shall have right to sell its allocation of the property excluding the Owners' Allocation and shall enjoy its Allocation without interference or disturbances from the OWNERS' end, provided the **DEVELOPER** shall perform all the