

facilities within 30 (Thirty) months to be calculated from the date of sanctioned of the building plan.

- (k) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** in the 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 and the **OWNERS** shall not in any way interfere, disturb the project and with peaceful possession and disposal of the **DEVELOPER'S ALLOCATION** in the manner the **DEVELOPER** wishes lawfully.
- (l) 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 to the **DEVELOPER** for facilitating the proposed project, at the entire costs and efforts of the **DEVELOPER**.
- (m) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the building plan to be 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, including Third Party risk/claims if any.
- (n) That the **DEVELOPER** shall install in the said building at its own costs the pump with motor to be operated tap, water supply 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 therein on Ownership basis and as mutually agreed upon in respect of the **DEVELOPER'S ALLOCATION** and **OWNERS' ALLOCATION** both separately and for independent useable.

Niloy Prakash Gangoli
Gautam Dey
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 SMT. SIKHA SINHA
 SMT. SIMA GHOSH

NS
 NS CONSTRUCTION
Gautam Dey
 Partner

NS CONSTRUCTION
Niloy Prakash Gangoli
 Partner

- (o) The **DEVELOPER** shall institute, conduct or prosecute any suit or legal proceedings in the name of the **OWNERS** that may be found necessary to be filed against the adjoining **OWNERS** of the said premises/property and/or any person or persons in connection with the said property or promotion thereof and the building to be constructed thereon and also shall defend any suit or proceedings on behalf of the **OWNERS** and shall give necessary instruction of the **OWNERS** behalf and the **OWNERS** shall sign vokatnama, Plaints, petition Affidavits and other pleadings and papers that may be required to be filed in connection with such suits and proceedings and shall verify and affirm the same and do all other acts, deeds, matters and things as may be necessary for proper conduct thereof and preserving the best interest of both the **OWNERS** and the said **DEVELOPER**.
- (p) That from the date of this agreement and also the all previous outstanding K.M.C. Taxes and also other outgoings in respect of the said premises and till such time as the possession of the **OWNERS' ALLOCATION** shall be borne and paid by the **DEVELOPER** and the **DEVELOPER** shall bear the all expenditure of B.L. & L.R.O. Mutation, conversion cost, K.M.C. Mutation Cost etc.

5. **THE OWNERS HEREBY AGREE AND COVENANT 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 of the **DEVELOPER'S ALLOCATION** portion in the building to be erected at the said premises as mentioned herein.
- (iii) The **DEVELOPER** shall sell its allocation togetherwith proportionate undivided/indivisible share of land of the said premises and peaceful enjoyment/user of the common portions, roof of the building proportionately and proportionate services of common places as described in the SCHEDULE 'D' hereunder written.

Niloy Prakash Gangoli
Gautam Deu
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constitute Attorney of
 SMT. SIKHA SINHA
 SMT. SIMA GHOSH

NS
 NS CONSTRUCTION
Gautam Deu
 Partner

NS CONSTRUCTION
Niloy Prakash Gangoli
 Partner

The DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or other portions from the DEVELOPER'S ALLOCATION as per the terms and conditions contained herein and the DEVELOPER shall decide and fix up such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers in connection with its allocation as mentioned in the SCHEDULE - 'D' below, without of course any obligation on the part of the Owners in any way whatsoever.

- (iv) 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 sanction of the 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, excluding the OWNERS' ALLOCATION to negotiate any matter for the said property etc. and for the same the OWNERS may execute and register a separate Development General Power of Attorney in favour of the DEVELOPER.
- (v) At the time of execution of this agreement, the OWNERS shall hand over all the original Deeds and all other original papers in connection with the said premises to the DEVELOPER and the DEVELOPER shall then grant receipt thereto in favour of the OWNERS herein.

Constituted by
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 SMT. SIKHA SINHA
 SMT. SIMA GHOSH

NS CONSTRUCTION
Constituted by
 Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
 Partner

6. **THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The OWNERS Namely, (1) SMT. SIKHA SINHA, (PAN – CVFPS2860E), (Aadhaar No. 7167 2365 2088), wife of Sri Nirmal Chandra Sinha, by Occupation - Housewife, by Faith - Hindu, by Nationality – Indian, residing at Brijji, Paschim Para, Garia, Kolkata – 700084 and (2) SMT. SIMA GHOSH, (PAN – AZSPG2427N), (Aadhaar No. 3560 2375 8460), wife of Sri Partha Pratim Ghosh, by occupation-Housewife, both by Faith-Hindu, both by Nationality- Indian, both residing at 9/2A, Nepal Bhattacharjya Street, Kolkata – 700026, do hereby appoint M/S. N S CONSTRUCTION, (PAN-AAKFN3030H), a Partnership firm, having its office address at 70(23A/2), Purbachal Main Road, Police Station – Garfa. (formerly P.S. Kasba), Kolkata – 700 078 and having its local mailing address 70/3, Purbachal Main Road, Police Station – Garfa. (formerly P.S. Kasba), Kolkata – 700 078, represented by its partners namely (1) SMT. SUCHISMITA MUKHERJEE, (PAN-AKIPM3299D), daughter of Sri Surajit Tagore, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur. Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107, (2) SRI NILOY PROKASH GANGOLI, (PAN – AIQPG8947G), Aadhar No.657455438957, son of Late Jaso Prokash Gangoli, by faith – Hindu, by Occupation – Business, by Nationality Indian, residing at 27, Dehi Serampur Road, P.O. Linton Street, P.S. Beniapukur, Kolkata – 700 014 and (3) SRI GAUTAM DEY, (PAN – AHPPD1990G), Aadhar No.6092 6127 3043, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata – 700 149, as their lawful Attorney on their behalf to do the following acts in respect of their property known as KMC Premises No.3891, Nayabad, within the Ward No.109, within the P.S. Panchasayar, Kolkata – 700094 as mentioned in the SCHEDULE below:

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

Niloy Prokash Gangoli
Gautam Dey
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Gautam Dey
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2. To look after and to control all the affairs for the development or the said land and construction of a multi-storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal 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 below property and register the such document as per requirement for the interest of the proposed project.
3. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corp[oration as and when necessary on our behalf.
4. To cause mutation and/or conversion of our Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. (ATM) and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. (ATM) as and when necessary on our behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.
5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and the attorney shall sign completion plan all of the building and do all the acts related thereto.

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Gautam De
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 Partner

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 sanction, modification and/or alteration of sanctioned 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.
7. To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for sanction, modification and/or alteration of the Development Plan and also to submit the same before the authority concerned 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 and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
10. To apply for obtaining electricity-connection from CESC and to install the main electric meter and also gas connection and also for installation of lift in the Premises and to do all the acts related thereto. The Attorney shall take telephone or other connections in the Premises and also install electric transformer in the said property if required and /or to make alteration therein and to disconnect the

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 SMT. SIKHA SINHA
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NS CONSTRUCTION
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 Partner

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 Partner

- 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. Our Attorney shall sign 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 papers related thereto for the sanction of such drainage and sewerage connection and also sign 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 consumption of the proposed building to be erected on the said property as aforesaid at the cost of the attorney 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 related thereto 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 the said registered Development Agreement. The DEVELOPER shall do all the acts on **Developer's Allocation** on behalf of the **LAND OWNERS/PRINCIPALS**.
 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

Niloy Prakash Gangoli
Gautam De
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 As a Constitute Attorney of
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[Signature]
 NS CONSTRUCTION
Gautam De
 Partner

NS CONSTRUCTION
Niloy Prakash Gangoli
 Partner

of Conveyance, Deed of Rectification, Deed of Declaration 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 of the said registered Development Agreement excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE- B of the said registered Development Agreement 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 of the said registered Development Agreement excluding the LAND OWNERS' ALLOCATION alongwith the proportionate share of land in any name 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 proposed building alongwith the proportionate share of land at our said Premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per the 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.

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 & GAUTAM DEY
 As a Constitute Attorney of
 SMT. SIKHA SINHA
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NS
 NS CONSTRUCTION
Gautam Deu
 Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
 Partner

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 if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.
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 behalf of or to be institute preferred by or any person or persons in respect of the said property.
24. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.

Niloy Prokash Gangoli
Gautam De
 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constitute Attorney of
 SMT. SIKHA SINHA
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NS CONSTRUCTION
Gautam De
 Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
 Partner

25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokatnamas, 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 fee, 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 AGREES AND COVENANT WITH THE OWNERS as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration as required shall be got done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 30 (Thirty) months to be calculated from the date of sanctioned of the building plan. 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, such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time, for continuance of such period of hindrances.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building prescribed by the K.M.C.

Niloy Prokash Gangoli
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NS
NS CONSTRUCTION
Gautam Deu
 Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
 Partner