

deal with and transfer the Developer's Allocation **TOGETHER WITH** undivided share in the land of the said premises attributable to the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owners and that the appointment of the said Developer as '**DEVELOPER**' of the said premises and the rights of the said Developer to construct the said building in terms of the Agreement shall always be irrevocable on the part of the said Owners.

10. **That** it is agreed that, the Owners shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign, applications as may be necessary from time to time for the purpose of getting the building Plan sanctioned and for the development of the said premises and construction of the new Straight III Storied Building on the land of the schedule mentioned premises.

11. **That** it is clearly agreed and understood by and between the parties herein, that, the Owners will not be liable to bear and to pay the cost of construction of the Owners' Allocation and other common benefits and facilities together with other necessary costs in relation to the said Building, it shall be exclusively borne by the Developer herein. The "Owners' Allocation" has been determined as consideration against the cost of their landed property.

12. **That** the Developer herein, shall be entitled to appoint an Engineer / Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractors, Labor Contractors and / or other person/s, men as, may be decided and selected by the Developer from time to time commencing, carrying on with the construction and for the purpose of completion of the new straight III Storied Building as per the sanctioned Building Plan at the Schedule mentioned premises.

13. **That** immediately upon execution of this Development Agreement with Development Power of Attorney and after sanction of the building plan, the Owners shall make over the khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The Developer will be entitled to keep, maintain, and retain physical khas possession of the same, till completion of the entire premises and delivery, sale and/or transfer of the Flats and/or constructed portions duly completed under the Developer's Allocation. The Owners shall not be entitled to revoke rights of khas possession to be held by the Developer until and unless the new Straight III storied Building is finished strictly within the stipulated time as mutually agreed by and between the parties herein. The Developer will transfer administration, maintenance possession of the property to the body formed by all flat Owners of the said building and will assist to form the body.

14. **That** for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Built-Up Area of the entire Flats and portions shall be dully measured and ascertained by Architects / Engineer in charge of construction of the said building and her/his decision in the behalf shall be final and binding, provided it is ascertained confirming to sanctioned building plan by K.M.C.

15. **That** it is mutually settled by and between the parties herein, that, the Owners may execute another Supplementary Development Agreement (which shall be treated as part and parcel of the original Development Agreement) with the Developer to incorporate any other terms and conditions to the said Development Agreement as would be mutually decided by and between the parties herein, on any future date

after sanction of the Building Plan. All the terms and conditions of the present Development Agreement will be unchanged.

16. **That** the said Owners do hereby grant unto and authorize the Developer with exclusive right and power to build upon and exploit of the said land of the said premises and to construct on the land of the said premises, building of such height and of such nature as shall be decided by the said Developer and will be permitted to be constructed under the building plan to be got sanctioned by the said Developer in terms of the Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the said building rule and in compliance with all law, rules and provisions and in strict conformity with the details drawings specifications proposals and features contained in the said plan to be Sanctioned and all necessary cost and expenses in relation thereto till completion of the building, sale and / or transfer / hand over of the flats and car parking spaces to the intending Buyers. The said Developer shall always keep the said Owners indemnified against all claims and processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and Developer shall always remain responsible for all third-party claims.

17. **That** the Owners agree and covenant not to interfere with the possession of the Developer and with that act and work of the said building and the Owners will not in any manner object, restrict, obstruct, hinder, or impede the said work of construction in the said building by the said Developer, so long no deviations are detected with respect to specification and agreement.

18. **That** the Developer shall unless hindered or impeded or obstructed by circumstance beyond control or any abnormal situation, like total road blockage due to drainage system or like this, will complete the construction of the said building on the land of the said premises within **24 (twenty-four)** months from the date of sanction of the building plan from K.M.C.

19. **That** from the date of receiving khas vacant possession of the said property until making over the vacant khas possession of Owners Allocation to the said Owners, all municipal rates and taxes of the said property shall be borne and paid by the Developer, and it is agreed that the Owners will not be liable for the same.

20. **That** it is agreed that the Owners and the Developer shall duly comply with all requirements and other formalities of obtaining sanction of the Building Plan and the Owners will always sign, execute all documents, plans, affidavits and undertaking, declaration, that, will be required to be filed with the K.M.C. from time to time in connection with the sanction of the said building plan. The Developer shall also as Constituted Attorney on behalf of the Owners is entitled to do, sign, execute, and / or to deliver all documents, plans, affidavits, and undertakings in the name of the Owners.

21. **That** the Developer shall be entitled to get the said plan modified from time to time with consultation with the Owners according to his / her discretion and the copy of the plan to be supplied to the Owners before modification and in doing so the rights of the Owners in respect of Owners' Allocation to be given shall not in any manner be affected and the Developer shall be bound always to complete the construction of the said Owners' Allocation in all respects and make over khas

possession of the same to the Owners before delivery of any flat / apartment / space to any other person or persons.

22. **That** the Owners and the Developer shall comply with all other requirements of the Municipal Authorities and / or other authorities having jurisdiction in the matter relating to the Constructions of the said building at the land of the said premises and will abide by the direction or directions of the Municipal Authorities and other authority having jurisdiction in the matter.

23. **That** it is agreed that the land of the said premises shall always from dated hereof be indivisible and importable and neither the Owners nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division, or any separation of the land of the said premises, and it is agreed that, said land shall be held jointly undivided but in proportionate share.

24. **That** the Owners agree to defend the title of the said premises and defend the possession and rights of the Developer or constructing the said building and envisaged in the Agreement.

25. **That** the Developer shall be entitled to carry out all and every items of work from development of the said premises including laying drains, cables, water pipes and other connections and electricity connection in terms of the said plan to be sanctioned and / or other terms and conditions that may be imposed by The Kolkata Municipal Corporation at its own costs and charges and expenses and the Owners agree to always assist and co-operate with the Developer as will be and necessary from time to time to carry out in the said development work and make construction of the said building as per said sanctioned Building Plan. Building sewerage is to be properly connected to underground road sewerage system.

26. That the Developer shall be at liberty to sell and / or allot the Developer's Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer hereof or in its discretion to enter into agreement for the construction of the said Developer's Allocation for and on behalf of the respective persons intending to acquire the said flat/s and car parking spaces and to entitled to enter into Agreement For Sale of undivided share of land of the said property in favor of the purchaser of the flats and / or car parking spaces and / or persons intending to acquire the flats and have the same constructed by the said Developer. The Owners agree that, they will join and the said Agreement respectively for the sale of undivided share in land and / or also for either sale of the said constructed flat and / or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owners will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land and to confirm and transfer of the constructed area and/ or making of construction of the flats on behalf of the Purchaser or intending persons after getting the allotment of the Owners.

27. That it is agreed that the entire consideration amount of sale of the said undivided share in land and the price of the constructed flats and / or the costs of constructions of the said flats and car parking spaces of the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right claim or dispute or objection of the said Owners except Owners portion.

28. **That** the Developer shall always have a paramount claim security or charge on the land of the said property in respect of the costs of construction and other expenses that shall be borne and paid and incurred by the Developer's Allocation and of undivided share of land of the Developer's Allocation in favor of the Developer or it's nominees and / or appointees in terms of the said agreement.

29. **That** the Owners has assured that, there is no notice of requisition or acquisition from the Govt. or from any other statutory authorities served on the said Owners and / or their predecessor-in-title at their of execution of agreement and that, the Owners are fully entitled to deal with the said property as it's absolute Owners and to enter into this agreement with the Developer without any restriction restraint or objection from anybody.

30. **That** the Owners herein, as also assured and confirmed the Developer herein, that, even in case of their absence/illness or upon their demise, their legal heirs will join the Developer for the purpose of successful accomplishment of the Straight III Storied Building as per the sanction Building Plan and as per the terms and conditions will be incorporated by and between the Parties, merely a fresh Development Agreement and Development Power of Attorney will be executed followed up by necessary Affidavits, Mutation etc.

31. **That** the Developer shall be entitled and is authorized in the name of the Owners as far as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and / or permit connections water electricity power drainages sewers and other inputs and facilities of the said building and enjoyment of the flats and portions therein.

32. **That** after completion of construction of the building the Developer shall give written notice to the Owners intimating the Owners to take possession of the Owners Allocation in the building within 30 days from the date of completion of the building.

33. **That** after receiving of Owners Allocation the Owners from the Developer, the Owners will pay the proportionate ratio of maintenance and other common charges for their allocation. So long the Owners Allocation shall not be separately assessed for the purpose of Municipal taxes and water charges, the Landowners and other Flat Owners shall pay proportionate share of water taxes and municipal taxes and other taxes from the date of completion certificate issued by K.M.C. on the whole building including the charges for consumption of electricity from common meter.

34. **That** the electricity connection from CESC Ltd. up to main distribution box to the respective Owner's Flat will be borne by the Developer. The Owners shall bear the deposit amount issued by CESC Ltd. only for their respective electric meter.

35. **That** Developer or his representative shall have the right to access any of his unsold portion at any time for dealing with the intending Purchaser till that portion will be sold/handed over to the Purchaser. That the Developer shall keep the right of common areas surrounded of the proposed building.

36. **That** during the construction and completion of the building if any problem crops up, that, will be sorted out immediately and both the parties herein, shall settle the matter / problem by discussion for the purpose of securing their best interest and benefit.

37. That it is also mutually settled that, in case of serious disagreement by and between the parties herein, (other than mentioned in the work schedule) will be borne by the Owners herein, for such extra work or construction in their allocation.

38. That both the parties herein, have mutually agreed that the name of the proposed Straight III Storied Building will be "SUNNY DEW" in Schedule - "A" mentioned Premises.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) SRI ASHIM PATWARI alias SRI ASHIM PATWARY, (PAN: BSWPP7158P & AADHAAR: 3419 8553 9807), son of late Kamal Patwari, by faith - Hindu, Indian Citizen, residing at 2/1, Patoary Para, Kolkata-700078, P.S. Garfa and (2) SRI SANJOY PATWARY alias SRI SANJOY PATOWARY, (PAN: BSOPP3783L & AADHAAR: 5527 1092 0517), son of late Krishna alias Krishna Pada Patowary, by faith - Hindu, Indian Citizen, residing at 2/2, Garfa Patoary Para, Kolkata-700078, P.S.- Survey Park, hereinafter referred to as the OWNERS/PRINCIPALS of the send greetings.

AND WHEREAS for the purpose of construction of the proposed Straight III storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, We the Owners/Principals herein do hereby nominate, constitute, authorize and appoint the said Developer, M/S. R. R. DEVELOPER, a Proprietorship firm, having it's office at 757A, Kalikapur Road, 22, Square Land Park, Kolkata-700078, represented by

its Proprietor SRI PRADIP KUMAR NASKAR (PAN: ABQPN1558B & Aadhar No.-8869 7214 7782), son of late Chandra Kumar Naskar, by faith – Hindu, Indian Citizen, by occupation – Business, residing at 19, Kalikapur Road, P.S. Garfa, Kolkata – 700099, as our true and lawful Attorney to do and execute inter alia the following acts, deeds and things

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- 1 On our behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any license, permission, or consent etc. required by law in connection with the construction of the said Straight III storied building on the Schedule mentioned land.
- 2 To apply for and obtain connection of electric line, meter and/or sub-meter if necessary and to obtain low/high tension electricity in the said building and premises.
- 3 To negotiate for sale, transfer, lease, mortgage the Developer's Allocation of the proposed multi-storied building to be constructed on the Schedule mentioned land with any person, firm, association, financial Institution at such rate my said Attorney shall deem fit and proper.
- 4 Our Attorney shall be entitled to inter into agreement for sale in respect of the Flats and Car Parking Spaces, and other Spaces out of Developer's allocation of the proposed building together with undivided proportionate share in the land with the intending purchaser or purchasers upon acceptance of advance and earnest money under the terms and conditions mutually settled by and between the said Attorney and the intending purchaser.
- 5 To execute and register the deeds of sale in favour of the intending purchaser or purchasers in respect of the flat or flats or Car Parking Spaces, and other Spaces out of the Developer's allocation together

with undivided proportionate share of the schedule mentioned land with all facilities and amenities to be attached thereto and to present the said deed or deeds before any Registering authority within the territory of Indian Union, either District Sub-Registrar, Addl. Dist. Sub-Registrar and Registrar of Assurances, and admit execution thereof and to have the said deed or deeds registered on receipt of the full consideration money thereof under certain terms and conditions as may be mutually agreed and settled by our Attorney and the said intending purchaser/Purchasers and to grant valid receipt and discharge thereof for the same and to sign and execute and verify all such deeds and documents for and on our behalf.

- 6 To commence, prosecute, defend all suits, actions, applications reference, or other proceeding in any Court of law or before any proper authority and to appoint Advocate and/or any other authority and also to sign and verify and affirm all plans, written statements, petitions, accounts, inventories applications or other documents and papers that may be necessary in this regard.
- 7 To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND GENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer's allocation of the proposed multi-storied building to be constructed on the schedule mentioned land and all acts, deeds by my said Attorney shall be taken as our acts deeds and things as We were personally present and done the same ourselves.

AND we do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of our said Attorney, which will be done by virtue of this Power of Attorney.

SCHEDULE – 'A' ABOVE REFERRED TO

PREMISES

ALL THAT piece and parcel of a plot of land, measuring about **4 Cottah 10 Chittak 00 Sq. Ft.** lying and/or situated in Mouza – Garfa, J.L. No.19, R. S. Dag No.2385 appertaining to R. S. Khatian No.819, being Premises No.: **134, Patoary Para** and Assessee No.: **31-104-32-0134-0**, Kolkata-700078, under P.S. Survey Park, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.104, Br. No.-XI, in the District of 24-Parganas, since South 24-Parganas butted and bounded as follows:-

On the North : 8 ft. Common Passage. (K.M.C. Road)

On the South : 12 ft. Common Passage (K.M.C. Road)

On the East : R. S. Dag No. 2383, 2384 & Plot of Manik Patwari

On the West : 8 ft. Common Passage & Plot of Ranjan Patwari.

SCHEDULE – 'B' ABOVE REFERRED TO

OWNERS' ALLOCATION

ALL THAT land owners namely Sri Ashim Patwari and Sanjoy Patwary will jointly occupy total area **2475 Sq. Ft.** sanctioned Built-up area (including Flat and Shop) i.e., Flat cover area with proportionate ratio of Stair, loft and cupboard and service area (if any) with one covered **Shop** of the proposed Straight III storied building. It is also mutually agreed between the Landowners Sri Ashim Patwari and Sanjoy Patwary and the Developer **M/S. R. R. DEVELOPER** that out of the total **2475 Sq. Ft.** Built-up area, the Owners will jointly occupy one (01) **2BHK Flat** from **South-West-North** side of Ground Floor, one (01) **2BHK Flat** from **North-East-West** side (Back side) of Ground Floor, one

(01) 2/3BHK Flat from South-West-North side of 1st (First) Floor, one (01) covered Shop at Ground Floor and rest of the total Built-up area of 2475 Sq. Ft., will be adjusted from one (01) 2/3BHK Flat from South-West-North side of 2nd (Second) Floor. It is also settled that the Landowners Sri Ashim Patwari and Sanjoy Patwary will get a non-returnable consideration money of Rs. 13,00,000/- (Rupees Thirteen Lakh) only from above said Developer of the proposed Straight III storied building.

SCHEDULE - 'C' ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT the Developer M/S. R. R. DEVELOPER will occupy 03 Nos. 2/3BHK Flat from South-East side of Ground, First and Second Floor each and 02 Nos. 2BHK Flat from North-East-West side (Back side) of First and Second Floor each and rest area of total allocation of the Owners allocation, will be adjusted from the 2/3BHK Flat at South-West-North side of Second Floor and all Car Parking Spaces on Ground Floor and any other spaces except Owners allocation and except common areas will be occupied by the above said Developer of the proposed straight III Storied Building.

SCHEDULE - 'D' ABOVE REFERRED TO
(PARTICULARS OF COMMON AREAS AND FACILITIES)

1. Staircase on all floors and staircase landing and mid landing from all floors.
2. Common passage from Public Road, entrance gate up to the staircase on the Ground Floor and lobby/pathway up to the entrance of the Schedule Appt.
3. Common Passage and Lobby on the ground floor excepting car-parking area, if any.

4. Roof, Mounted Room, Parapet wall.
5. Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
6. All open spaces in the front side and the side spaces surrounding the multistoried building.
7. All electrical fittings, electrical wiring, common electrical meter, common electrical meter board and other necessary electrical installations meant for common use for the flat/unit holders.
8. Drainage and sewers including manhole, junction pits etc.
9. Boundary walls and main gate and/or side gates if any.
10. Such other common parts, areas, equipment's and installations fixtures, fitting, and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by Developer expressly to be the common parts after construction of the building.

THE SCHEDULE - 'E' ABOVE REFERRED TO
TECHNICAL SPECIFICATION OF THE BUILDING
ALLOCATION

Structure : The Building shall have R.C.C framed structure of Escalated spread footing.

Foundation Bedding : P.C.C. on 3" thick B.F.S. (as usual form)

Brick wall: All exterior brickwork shall 8" thick with Bricks of approved quality of C.M.

Floor Bedding: P.C.C. (1:3:6) floor bedding 4' thick (average) over 3" thick soling Ground Floor.

Floor finish, Skirting, Dado etc.

Cast-in-situ 2'x 2' size Glazed Tiles to all room floors, and anti-skating tiles on toilet and kitchen, 4" height skirting to all rooms and 6' Dado to Bath and W.C. and 2' height Dado above cooking platform and sink.

Plaster: That the outside of the building will have sand, Cement plaster, $\frac{3}{4}$ " thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ " thick (average) in (1:6).

Doors & Windows:

1. Main Entrance Door

- a) Commercial flush door with both side primer.
- b) Wooden door frame (Sal wood).
- c) Aluminum tower bolt from inside.
- d) Electrical bell point.
- e) Night latch with lock

2. Other Doors

- a) Commercial flush door both side primer.
- b) Wooden doorframe.
- c) Aluminum tower bolt from inside.

Windows: Aluminum Channel window with guard bar with clear glasses as per approved design of the Architect and painted with primer.

Whitewash & Colour wash: The Building shall be painted externally. The inside of the flat shall be Wall Putty finish on the plaster surface. The common service area like staircase etc. shall have two coats of whitewash on plastered surface.