

expenses and such changes to be made in the Building plan or otherwise as shall be required by any Authority or to comply with such clearance or approval as aforesaid expeditiously and without delay with Owner's consent.

3. All applications, Plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner but otherwise at the costs and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited thereof or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.
4. The Developer during all phases of the project shall abide by all the laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.
5. Without prejudice to the obligations of the Developer to construct the allocations of the Owner, to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owner's allocation)

and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e Owner's allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

**ARTICLE: "VI"**

**(EXPLOITATION RIGHTS)**

The Owners grant exclusive right to the Developer to construct the said proposed Building in the land referred above and in **SCHEDULE 'A'** below with own finance, risk and responsibility and by allotment, Owner shall be entitled to get the Shall be one no 2BHK flat (measuring 924Sq.Ft. super uilt-up in the south-East side) in the 1<sup>st</sup> floor, one no 2BHK flat (measuring 888Sq.Ft. super uilt-up in the North - West side) in the 1<sup>st</sup> floor , one no 2BHK flat (measuring 924Sq.Ft. super uilt-up in the south-East side) in the 4<sup>th</sup> floor and one no 1BHK flat (measuring 564Sq.Ft. super uilt-up in the south side) in the 4<sup>th</sup> floor of the proposed Building along with Car Parking space no. 4 & 5 in the Ground floor of the proposed building along with proportionate share of land. And non refundable amount of Rs. 20,000/- (Rupees Twenty thousand) only to the land owner. And the Developer being entitled to the rest of the total constructed area except Owner's allocation of total constructed Flats, Car Parking Spaces the Developer shall be entitled to obtain

necessary advance from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

**ARTICLE: "VII"**

**(BUILDING)**

1. The Developer shall at its own costs and liabilities construct the G + 4 storied Residential cum Commercial building on the said premises according to the Building Plan sanctioned by the Rajpur - Sonarpur Municipality.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owner shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other inputs and facilities required for which purpose, the Owner do hereby agree to execute a General Power of Attorney in favour of the designated partner(s) of the DEVELOPER and the Owner shall also sign all such applications and other documents as shall be required by the Developer and other Authorities, for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

**ARTICLE: "VIII"**

**(BUILDING ALLOCATION)**

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, and car parking spaces and covered spaces as mentioned in the **SCHEDULE 'B'** being the OWNER'S allocation, all other Flats, car parking spaces, covered spaces shall belong to the Developer and the Owner shall not have any right, title, interest, claim and demand whatsoever in respect thereof of the construction, to be made as sanctioned plan mentioned in the **SCHEDULE 'C'**.
2. On completion of the Building and on delivery of said Owner allocation of Flats and Car Parking Spaces and covered spaces etc. in Owner's allocation with the stipulated period to the Owner to their full satisfaction, the Owner shall transfer and convey at the request of the Developer and at the cost of the Developer or Transferees and not at the cost of the OWNER, the indivisible proportionate share of the land in respect of the Flats, and car parking spaces, covered spaces, etc by executing the relevant Deed of Sale / transfer in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regards.

**ARTICLE: "IX"****(CONSIDERATION)**

The Developer shall construct G + 4 storied Residential cum Commercial building in the said land measuring an area of 5 Cottahs 1 Chittacks more or less according to the Building plans sanctioned by the Rajpur - Sonarpur Municipality. The entire finance for construction of said Building and incidental costs shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats except the Owner's allocation of Flats, and Car Parking spaces as demarcated and also proportionate sanctioned area, if achieved and Car Parking Space and covered space in the Building on this terms and conditions.

**ARTICLE: "X"****(OWNER'S ALLOCATION)**

Shall be one no 2BHK flat (measuring 924Sq.Ft. super uilt-up in the south-East side) in the 1<sup>st</sup> floor, one no 2BHK flat (measuring 888Sq.Ft. super built-up in the North - West side) in the 1<sup>st</sup> floor , one no 2BHK flat (measuring 924Sq.Ft. super built-up in the south-East side) in the 4<sup>th</sup> floor and one no 1BHK flat (measuring 564Sq.Ft. super built-up in the south side) in the 4<sup>th</sup> floor of the proposed Building along with Car Parking space no. 4 & 5 in the Ground floor of the proposed building along with proportionate share of land. And non refundable amount of Rs. 20,000/- (Rupees Twenty thousand) only to the land owner.

**ARTICLE: "XI"**

**(DEVELOPER'S ALLOCATION)**

Shall mean rest of the total constructed area save and except Owner's allocation in the proposed Building, specified in **Schedule "C"** below:

The Developer shall be allocated the rest of the Flat, and Car Parking Space, Commercial Space and except the said Flats and Car Parking Spaces in Owner's allocation, which will be allotted to the Owner. The Developer shall sell the Flats and Car Parking Spaces in its allocation to intending Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car Parking Space in its allocation shall belongs to Developer.

**ARTICLE: "XII"**

**(MISCELLANEOUS)**

1. The Owners and the Developer have entered into the Agreement purely as a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owner as a Joint Venture or Joint Adventure between the Owner and the Developer and not in any manner constitute an Association of persons. Each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors,

administrators, representatives and assigns of the Parties hereto.

2. As and from the date of handing over after completion of the Building, the Developer and/or its Transferees and the Owner and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur – Sonarpur Municipality and/or other Authorities.

3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final and conclusive of the Parties hereto.

**ARTICLE: "XIII"**

**(JURISDICTION)**

Appropriate Courts at Alipore, District – South 24-Parganas or Calcutta High Court, shall have the jurisdiction to entertain all disputes and actions between the Parties herein.

**DEVELOPMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, We, **1. ANANDA CHATTOPADHYAY (PAN- ABWPC3040K, Aadhaar No.983897194392)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Retired, **2. RAM MOHAN CHATTOPADHYAY (PAN- ACLPC4360N, Aadhaar No. 564585978270)** son of Late Ramendra Mohan Chatterjee, by faith- Hindu, by nationality- Indian, by occupation- Service, both are residing at E/157, Ramgarh, P.O. - Naktala, P.S. – Netaji Nagar, Kolkata-700047, District –South 24 Parganas, hereinafter called and referred to as “the **LAND OWNERS / OWNERS / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) hereinafter called and referred to as the **PRINCIPAL/EXECUTANT** :

**WHEREAS** we, the Executants being the joint Owner herein of the property morefully mentioned in the Schedule-“A” hereto appoint, nominate and constitute **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of



Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN-AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN-AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN-AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata – 700150, District – South 24 Parganas to do all acts, deeds, matters and things in respect of the property as mentioned in the Schedule-“A” hereto as my true and lawful **ATTORNEY** in connection with the development of the said property in pursuance of the said Development Agreement :

**AND WHEREAS** the OWNERS herein have now decided to develop its said property by constructing multi storied building over their said property but due to his shortage of sufficient funds said OWNER herein decided to engage and appoint **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No.**

**U45400WB2011PTC169800**) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, the DEVELOPER herein to develop their said Bastu Land measuring about piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi

No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 8, R. S. Dag No. 71, 72 & 75, L.R. Dag No. 163, being Holding No. 2170 & 2120, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal. as per the drawing plan and specifications which will be approved and duly signed by the OWNER and sanctioned by the competent authority and in conformity with the said details of construction under and subject to the terms and condition hereinafter written and agreed by and between the parties.

**AND WHEREAS** to construct the said building and/or the development of my said property it became expedient for us to execute a general Power of Attorney in favor of the Developer hence We do here by appointed, nominate the said. **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya

Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H, AADHAR No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, to do all necessary acts, deeds and things in my name and on my behalf as I could do if I personally present to do the following acts.

**NOW KNOW WE ALL MEN BY THESE PRESENTS** that I the appointer above named doth hereby make, nominate, constitute retain and appoint and has made nominated, constituted, retained and appointed the said **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at

633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at Link Road Saheb Para, P.O. & P.S.- Sonarpur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) BIMAL ROY (PAN- AFWPR5965E)**, son of Late Gopal Chandra Roy, by faith Hindu, by occupation Business, residing at 36, Middle Road, Santoshpur, P.O. - Santoshpur, P.S.- Survey Park, Kolkata-700075, and **(4) SUSANTA SARKAR (PAN- ASWPS1348D)**, son of Late Basudev Sarkar, by faith Hindu, by occupation Business, residing at 4/4, Kabi Sukanta Lane, P.O.- Santoshpur, P.S.- Survey Park, Kolkata-700075, represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H AADHAR No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Link Road, Sahebpara, P.O. & P.S.- Sonarpur, Kolkata - 700150, District - South 24 Parganas, (hereinafter referred to as the said **ATTORNEY**) to act in my name and on my behalf and to do all or any of the Acts, Deeds, matters and things namely :-

1. To enter upon, hold, occupy and possess the said land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 8, R. S. Dag No. 71, 72 & 75, L.R. Dag No.163, being

Holding No. 2170 & 2120, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal more fully described in Schedule hereunder written (hereinafter referred as the "Said Premises") and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

2. To take charge or look after, manage and administer the said property or portion thereof as the said attorney shall think proper.

3. To appear and represent the Appointers before the Rajpur - Sonarpur Municipality, authorities Police authorities, Fire Brigade Authority, W.B.S.E.B. Authorities, Urban land ceiling Authorities and other Government Authorities and/or departments. Central or State in connection with the development of the said premises and/or construction of the proposed new building and further to sign execute and deliver all necessary letters, statements, applications, declaration and other papers and documents and to do all acts deeds matters and things as the said Attorney shall think proper.

4. To demolish or cause to be demolished the sheds and other structure whatsoever laying erected at the said premises or portions thereof.

5. To apply for and obtain all necessary sanctions, permissions. No objection and clearances from the appropriate

Government Authorities and/or departments including necessary sanction of plan from the Rajpur-Sonarapur Municipality, authorities for development of the said premises and/or construction of the new building in or upon the land comprised in the said premises or portion thereof and for the said purpose to do all acts deeds matter and things as the said Attorney shall think proper.

6. To appoint Chartered engineers, Architects, Valuers, surveyors, Overseers, Civil Contractors, Engineers, Manager, Supervisor, Overseers, Civil Contractors, Engineers, Manager, Supervisor, Masons, Durwans, Chowkidars, Labour and other employees and staff for the development of the said property and discharge of release or terminate any of them at his own desire. To pay their salary, wages, remuneration fees and other charges as the **ATTORNEY** shall think fit and proper.

7. To apply for and obtain all necessary maps, plans, sketches, diagrams, elevations and other specifications duly sanctions and/or approved by the Rajpur-Sonarapur Municipality, authorities and other Government authorities, Fire Brigade Authorities, Police Authorities, and/or departments as any from time to time be necessary or required for the development of the said premises and/or demolition of the existing structures comprised in the said premises and/or construction of the new buildings or other structures in or upon the land comprised in the said premises and for the said purpose to sign execute and deliver all applications, maps, plans or other

papers and documents as also to do all acts deeds matters and things as the said Attorney shall think proper.

8. To apply for and obtain water, sewerage, telephone, telex, electricity, gas and other public utility services, in or upon the said premises and/or the new building and other structures that may hereafter be created and the same in such more or names is the said Attorneys or they shall think proper and for the said purpose to sign execute and deliver necessary applications, papers, letters, documents, declarations, undertakings and bonds also to do all acts deed matters and things as the said Attorney shall think proper.

9. To apply to the Rajpur - Sonarpur Municipality or any other equivalent competent authority for sanction for plan/ Plans and/or other allied causes for the development of the said property in the form of buildings, To submit map, drawing, and design, modification and amendments fort the proposed residential building, if necessary for the approval, sanction, certifications from the appropriate Govt. Authorities. The Rajpur-Sonarpur Municipality fire Brigade, Health Development and other Govt. Authorities and/or departments for the purpose of Development of the said property and for construction of residential building being said contract apartment, flats and other spaces etc. or upon the said purpose to make affirm verify and submit all necessary, application, petitions/maps, elevations, documents, diagrams, sketches, bonds, declarations, indemnities, security, and other papers and documents as the said **ATTORNEY** shall think fit and proper.



10. To make application for cement and steel and other materials and to take delivery of the same also to apply for electricity, water, sewerage etc. and other necessary connections to the building.

11. To apply for and obtain necessary permissions and/or no objection certificates from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and/or to obtain necessary Income Tax clearance certificate under the provisions of Section 130A(1) of the Income Tax Act 1961, and/or no objection certificate under the provisions of chapter XXC of the Income Tax Act 1961 and for the said the purpose to sign execute and deliver all papers application and documents and to do all acts, deeds matters and things as the said Attorney shall think proper.

12. To sign and execute all documents, returns, forms, plan, specifications, affidavits and all other papers as may be necessary to be submitted before any authority or authorities in connection with the development thereof or for construction of buildings, apartment flats and other spaces thereon and to pay and deposit all fees, levies, fines, penalties, municipal taxes, annual rental other rates and taxes, other charges and on account therefore or relating to the said property as may from time to time be necessary and required.

13. To undertake and carry out the development of the said premises and / or construction of the proposed building and other structures in or upon the land comprised in the said premises after demolishing the existing structures comprised

therein as per the plan as may be sanctioned by the Rajpur - Sonarpur Municipality and for the said purpose to sign execute and deliver all papers and documents as also to do all acts deeds matters and things.

14. To institute and/or prosecute all or any suits, appeals, revisions, writ petition and other legal proceedings or litigations civil or criminal in the appropriate courts of law in connection with the said premises and / or the development thereof and/or construction of the proposed new buildings and other structures in or upon the land comprised in the said premises as per the plan to be sanctioned by the Rajpur - Sonarpur Municipality, and for the said purpose to do all acts deed matters and things as the said Attorney shall think proper.

15. To appear and to represent the Executrix before the appropriate Police Authorities and also to make or lodge complaints and diaries concerning all matters arising out of the said property or portions thereof as may from time to time be necessary or required.

16. To defend and/or contest all or any suits, appeals, revisions, applications and other litigations and legal proceedings civil or criminal in any court of law concerning or relation to the said premises and/or the land comprised therein and/or construction of the proposed new building and for the said purpose to do all deeds matters and things as the said Attorney shall think proper.

17. To sign execute affirm and verify all complaints, written statements, affidavits, applications, writ petitions and other papers and documents as may from time to time be necessary or required for prosecuting and/or defending all or any legal proceedings and/or litigations on the said Attorney shall think proper.

18. To settle and/or compromise all or any disputes or differences and/or suits or litigations and the legal proceedings concerning or relating to the said premises or portions thereof and/or the construction of the proposed new buildings and the same on such terms and condition and for such consideration as the said Attorney shall think proper.

19. To defend or contest or institute or prosecute all or any suits, applications, appeals, revisions and other legal proceedings civil or criminal by or against any person or party concerning or relating to the said premises or the development of the said property and/or construction of the new building apartments flats and other common spaces in or upon the said property or other matters there from and for the said purpose to do all acts, deeds, matters and things as may from time to time be necessary or required.

20. To enter into any compromise or settlement with regard to any suit or other litigation or any dispute or differences concerning or relating to or arising out of the said property and/or the development thereof and /or the construction of the new building or other structures in or upon the said property on

such terms and conditions as the said **ATTORNEY** shall think fit and proper.

21. To sign execute affirm and verify all or any plaint, petition, written statement, application, revisions, appeals, affidavits, bonds, declaration indemnities, guarantees and other papers, documents as may be from time to time necessary or required to negotiate for attending discussion and to obtain necessary permission and/or sanction from the Rajpur-Sonarapur Municipality, West Bengal State Electricity Distribution Company Limited, and other duly constituted statutory and local bodies and authorities for developing the said property by raising the construction of the proposed building comprising of flats apartments, common areas and other spaces as the said **ATTORNEY** shall think fit and proper.

22. To refer all or any disputes concerning or relating to the said premises or portions thereof and/or the development thereof and/or construction of the proposed new buildings to arbitration on such terms as the said attorney shall think proper.

23. To retain an appoint advocates and lawyers for prosecuting and/or defending all or any legal proceedings and / or litigations and for the said purpose to sign execute and deliver Vakalatnama and other authority letters and further to revoke such appointment as the said attorney think proper.

24. To retain and appoint architects, engineers, contractor, Masons, Mistries, Electricians, Plumbers and Security Guard

and other employees or staff for carrying out the development of the by said premises and the same for such salaries or remuneration and on such terms and conditions as the said Attorney shall think proper.

25. From time to time to apply for and have the sanctioned plan modified, renewed, varied and/or rectified by the Rajpur - Sonarpur Municipality and for the said purpose to pay necessary charges as also to do all acts deeds matters and things as the said attorney shall think proper.

26. We also empower and authorize my constituted Attorney **GENERALLY TO DO** all other acts, deeds and things as may become necessary from time to time for properly effectuating the construction and to achieve the object under the Agreement for mutual benefit and completion of deed of registration in favour of each purchaser.

27. Save and except the Owner's Allocation portion the said attorney may enter into negotiation as also agreements and contracts for sale on ownership basis or otherwise the flats shops, showrooms, garage and other spaces of the developer's allocated portion only of the proposed new building to be erected in or upon the land comprised in the said premises.

28. To receive and/or collect and realize payments as earnest or booking money from the intending purchasers the sale prices of flats, apartments, common spaces and common places including the proportionate share of land either in full or in part thereof and to sign and executed registered deeds of agreement,

contracts, other deeds, documents and papers as may from time to time as necessary or required as the said **ATTORNEY** may think fit and proper against Developers Allocation as mentioned in Schedule-‘C’.

29. To receive earnest money, advance money, booking money consideration money, whether in part or in full from said buyers in installments or in full in terms of the said agreement for sale to be entered into the final payment against the sale of the residential apartments, flats, common spaces and other spaces, of Developers Allocation in the proposed building to be constructed in or upon the said property in terms of the said Agreement and to give valid discharge hereof. The money so received by my constituted attorney under these presents will belong to him solely and the executrix of these presents shall have no claim whatsoever thereon. The executrix under these presents will have no right on that entire sale proceeds of the proposed building and its flats, apartments spaces etc., whatsoever in nature thereby to be constructed thereon in due course.

30. To receive realise and recover the amounts of earnest money and/or part payments and/or consideration money for and on account of sale of flats, garage and other spaces of the Developer's allocation and also to issue valid and effective receipts and discharges for the same and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

31. To sign and execute Agreement for Sale, Deed of Conveyance documents and papers for sale on ownership basis or otherwise transfer or disposal of the several flats, garage and other saleable spaces of the developer's allocated portion of the proposed buildings and for the said purpose to do all acts deeds matters and things for only Developer's allocation.

32. Only after handing over peaceful possession of owner's allocated portion, to appear before the appropriate registration authority and to present the agreements for sale, sale deeds, transfer deeds and other deeds, documents and papers concerning or relating to the flats or other saleable spaces of the proposed buildings and to admit the execution thereof and to do all acts deeds matters and things as may be necessary or required for the completion of registration there for only Developer's Allocation.

33. To retain and appoint one or more labour contractor & suppliers to carry out all or any of the acts deeds matters and things as hereinbefore stated and further to revoke and cancel such appointment as the said attorney shall think proper.

34. To select prospective buyers either individually or in groups as the said **ATTORNEY** may think fit and proper in the said proposed building more fully described in the Development Agreement.

**AND GENERALLY** to do all that is or any be necessary for carrying out all or any of the above mentioned acts concerning or relating to the said premises and as the said attorney shall think proper.

**AND** I the said **APPOINTER** above named do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said **ATTORNEY** or any of them acting as aforesaid lawfully do.

**SCHEDULE - "A" ABOVE REFERRED TO**

**(DESCRIPTION OF THE SAID LAND)**

**ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks along with 3200 sq.ft. two storied two building structure in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian Nos. 77, 71, 290, L.R. Khatian Nos. 8., R. S. Dag No. 71, 72 & 75, L.R. Dag No.163, being Holding No. 2170 & 2120, Ward No.08 known as Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S.- Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal the said land is butted and & bounded by: -

**ON THE NORTH** : Scheme Plot No. 411, Ramkrishna Pally.

**ON THE SOUTH** : Scheme Plot No. 413, Ramkrishna Pally.

**ON THE EAST** : 30feet wide Road.

**ON THE WEST** : Scheme Plot No. 414, Ramkrishna Pally.



**SCHEDULE - "B" ABOVE REFERRED TO**

**(DESCRIPTION OF THE OWNERS ALLOCATION)**

**ALL THAT** Shall be one no 2BHK flat (measuring 924Sq.Ft. super built-up in the south-East side) in the 1<sup>st</sup> floor, one no 2BHK flat (measuring 888Sq.Ft. super built-up in the North - West side) in the 1<sup>st</sup> floor , one no 2BHK flat (measuring 924Sq.Ft. super built-up in the south-East side) in the 4<sup>th</sup> floor and one no 1BHK flat (measuring 564Sq.Ft. super built-up in the south side) in the 4<sup>th</sup> floor of the proposed Building along with Car Parking space no. 4 & 5 in the Ground floor of the proposed building along with proportionate share of land. And non refundable amount of Rs.20,000/- (Rupees Twenty thousand) only to the land owner.

**SCHEDULE - "C" ABOVE REFERRED TO**

**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

**ALL THAT** rest of the total constructed area in the proposed Building constructed by the said Developer (except Owner's allocation mentioned above) of which flats, Car Parking Spaces including proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 412, Ramkrishna Pally, under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, Kolkata 700150 in the District of South 24 Parganas, West Bengal.