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AE 62273.

08/2319866/2022

Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

05 AUG 2022

29 JUL 2022

**-:: DEVELOPMENT POWER
OF ATTORNEY AFTER
REGISTERED DEVELOPMENT
AGREEMENT ::-**

THIS DEVELOPMENT POWER OF ATTORNEY AFTER
REGISTERED DEVELOPMENT AGREEMENT is made on this the
29th day of JULY, 2022 (Two Thousand Twenty Two) A.D.

KNOW ALL MEN BY THESE presents that **We, SMT. SUNANDA MONDAL** (PAN - **AUVPM7332G**, AADHAAR Card No. - **439214064123**, Voter I.D. Card No. - **WB/20/091/558140**), Wife of Shri Rudrasa Mondol, by Occupation - House Wife, residing at - R.C. 1/3, Raghunathpur, P.O. - Raghunathpur, P.S. - Baguiati, Kolkata - 700059 and **SHRI SOUMEN MONDAL** (PAN - **APFPM8787A**, AADHAAR Card No. - **628195141441**, Voter I.D. Card No. - **GGC2950251**), Son of Shri Santosh Kumar Mondal, by Occupation - Business, residing at - Reckjoani, P.O. and P.S. - Rajarhat, Kolkata - 700135, both are by Nationality - Indian, by Faith - Hindu, hereinafter the above referred persons named earlier will be jointly and collectively called and referred to as the (which expression shall, unless repugnant to the meaning or context mean and include their legal heirs, legal representatives, successors, administrators, executors, assigns and nominees, jointly and severally) to as the "**OWNERS / EXECUTORS**".

WHEREAS Owners / Executors herein are the absolute Owners and seized and possessed of or otherwise well and sufficiently entitled to the properties in respect of piece and parcel of **BASTU** land ad-measuring area **8 (eight) Cottahs 8 (eight) Chittacks** be the same a little more or less along with **300 Sq. Ft.** pucca building lying and situated at **MOUZA - RECKJOANI**, C.S. Khatian No. 345, 1454, R.S. Khatian No. 2095, **L.R. Khatian No. 5771** (Stand in the name of Sunanda Mondal), **L.R. Khatian No. 5772** (Stand in the name of Soumen Mondal), C.S. Dag No. 1002, 1686, **R.S./L.R. Dag No. 1054** (2 Cottahs 4 Chittaks), **R.S./L.R. Dag No. 1058** (6 Cottahs 4 Chittaks), J.L. No. 13, R.S. No 198, Touzi No. 2998, P.S. - Rajarhat, Kolkata - 700135, within the jurisdiction of Additional District Sub-Registrar Rajarhat, District - North 24 Parganas, under the Rajarhat-Bishnupur 1 No. Gram Panchyat and original Owner is the State of West Bengal Government represented by North 24 Parganas District Collectorate, its annual rent will be paid as per West Bengal Land Holding

Revenue Act. (hereinafter referred to as **"the said property"**) more fully and particularly described in the First Schedule hereunder written and after obtaining the same the Owners possessed the said property by all acts and deed without any interruption and since then they has been enjoying the same free from all encumbrances, by paying rent and taxes time to time before the concerned authority.

AND WHEREAS the Land Owners herein with a view to develop their aforesaid property, entered into a Development Agreement with **"SUBIKAS REALITY"**, a **PROPRIETORSHIP** firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN** (PAN - **AEOPH4766E**, AADHAAR Card No. - **251401584513**, Voter I.D. Card No. - **CHK2599686**, Driving Licence No. - **WB-15200913978**), Son of Mohammad Ahassan Ali, residing at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, by Faith - Islam, by Occupation - Business, by Nationality - Indian, under certain terms and conditions, mentioned therein, which was duly registered on 29/07/2022 before the D.S.R. - II, North 24 Parganas at Barasat, being No. 150204257 for the year 2022 for the purpose of development of the project.

AND WHEREAS the Land owners herein are assure the Promoter / Developer herein to deliver the original papers and documents in respect of the below schedule property to the Promoter / Developer herein for produce / show the same before any concerned authority as and when required without being provoked and / or influenced by any third parties and the Promoter / Developer will start construction of the said proposed Multi-Storied Building at its own costs and expenses immediately after the sanction of the said proposed sanctioned plan from the Rajarhat-

Bishnupur 1 No. Gram Panchayet and North 24 Parganas Zilla Parisad authority concern in the name of the Owners, upon handing over peaceful vacant possession of the land by the Land Owners herein to the Promoter / Developer herein.

AND WHEREAS the Owners of the immovable property, more fully and particularly referred and explained under the FIRST SCHEDULE hereunder written and/or given and intending to sale, convey, transfer, alienate, grant, give, demise, devise and provide and ultimately dispose of and till the date of its ultimate disposal in the manner aforesaid to have better management, preservation, security, use, occupation, possession and enjoyment of the same.

AND WHEREAS according to the said Development Agreement, dated 29/07/2022, being No. 150204257..... for the year 2022 the OWNERS herein shall entitled to get **40%** total construction area of the sanction plan of the multi-storied building (as per mutual discussion by the both parties) and Adjustable / Refundable security deposit of **₹ 10,00,000/-** (Rupees Ten Lakhs) only to be paid by the Developer to the Owners.

AND WHEREAS since it is necessary and expedient for us immediately, so as to have convenient and effectual management of all the works and affairs relating to the said sale, convey, transfer, alienate, grant, give and ultimately dispose off and till the date of its ultimate disposal in the manner aforesaid for the better management, preservation, security, use, occupation, enjoyment and possession and for the others, morefully and particularly referred hereunder, on behalf of ourselves, We desirous to appoint Attorney and as such We the **Executors** herein, do hereby constitute, nominate and appoint **"SUBIKAS REALITY"**, a

PROPRIETORSHIP firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN** (PAN - **AEOPH4766E**, AADHAAR Card No. - **251401584513**, Voter I.D. Card No. - **CHK2599686**), Son of Mohammad Ahassan Ali, residing at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, by Faith - Islam, by Occupation - Business, by Nationality - Indian, as our Lawful **CONSTITUENT ATTORNEY** to deal with or to do all acts, deeds and think touching or concerning with the properties as described in the schedule below, inclusive of the plot conferred herein below.

1. To execute Deed of Conveyance in respect of the Schedule property strictly and only of Developer's Allocation.
2. To sign and execute any Deeds instrument or document including deed of conveyance for the purpose of transferring of the said Property specifically under the Developer's Allocation, only after the delivery of the Owners' Allocation as per the Development Agreement.
3. To accept the total consideration money of booking Advance of Payment regarding the Sell of flats and will deposit the same in Developer's Account as per Developer's Allocation only.
4. To execute, conveyance or conveyances in our names and as our acts and deeds in favour of the intending purchaser or purchasers of the said property in respect of conveyance Developer's portion only and to present the said conveyance for registration before the competent registering authority.

5. To instruct the Advocates/Lawyers for preparing and/or drafting such Deeds, Agreements, Documents and other such papers as may be necessary for the purpose of selling the said property (Developers portion only).
6. To execute and/or negotiate and/or entering into any agreements for selling the property on our behalf (Developer's portion).
7. To execute and sign Agreement, Memorandum of Understanding with a view to sale of the said property (Developer's portion).
8. To appear and represent us before any notary, Judicial Magistrate, Metropolitan Magistrate, Rajarhat - Bishnupur 1 No. Gram Panchyat and other officer or officers or authority or authorities having jurisdiction concerning the said property relating to the Developer's portion and intimate the owner' in advance.
9. To prepare, sign, submit, application and receive building plan/site plan, amalgamation plan, amalgamation deed, amalgamation declaration, mutation certificate, municipal tax receipt, sewerage connection, water connection, drainage, mutation and completion certificates, electric connection and all other necessary permission to regularize the proposed building in our names and on our behalf to the K.M.D.A. and Rajarhat-Bishnupur 1 No. Gram Panchyat and to appear and represent us before the said authorities and to get any rectification and / or modification of building plan/site plan, amalgamation plan as proposed and sanctioned by the said Rajarhat-Bishnupur 1 No. Gram Panchyat or any other department.
10. To represent us before Rajarhat-Bishnupur 1 No. Gram Panchyat in all respect.

11. To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said property and to intimate us immediately in that respect failing which we will have no liability in the matter in any way whatsoever.

12. To sign declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.

13. To deposit and withdraw fees documents and moneys from any court or courts and/or any other person or authority and give valid receipts and discharge whereof and intimate us immediately. Right to appoint Civil Engineer, architect to look after the construction and development work and to appoint any person or persons concerned with supply of materials and to appoint any contractor for the construction work of the multi storied building as per Rajarhat - Bishnupur 1 No. Gram Panchyat rules.

14. For all or any of the purpose herein before stated to appear and represent us before the authorities having jurisdiction and to sign execute and submit papers and documents excepting the sale deed or conveyance of the Owners' Allocation.

15. To do all acts, deeds and things in the name of the Owners and we hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do cause or to be done in or about the Schedule property as aforesaid.

16. To enter into, hold and defend possession of the said property and every part thereof and also to manage, maintain and administer the said land and every part thereof.

17. To work, manage, control and supervise the management of the properties as described in the Schedule hereto.
18. To pay fees, taxes and to accept bills in relation to the said properties either in the office of Revenue Department and/or the other concern Govt. office and/or offices.
19. To let out and/or otherwise settle all and any of the properties or any part or thereof on rent, salami, premium or monthly tenancy basis or lease or in any other manner and to realize all rents, issues and any other manner and to realize all rents, issues and profits thereof and to grant receipt by putting signature thereon and to accept surrender and to evict tenants, trespassers and other unauthorized occupiers.
20. To appear and represent us before the necessary authorities including the Gram Panchayet, Fire Brigade, W.B.S.E.D.C.L., W.B. Police, W.B. Pollution Control Board, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of sanction plans or before any other authorities in this regard in respect of the aforesaid property, schedule mentioned hereunder.
21. To receive the excess amount or less if any paid for the purpose of sanction, modification and/or alteration of the Development Plans to any authority or authorities.
22. To develop the said premises by making construction of building thereon after obtaining Building sanction plan of the local Municipality or any other authority.
23. For all or any of the purpose stated hereinbefore to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents and the said Attorney can act as they will deemed fit and proper. To present any sale deed or deeds of

conveyances (save and except the Owner's Allocation) before the concerned A.D.S.R. or District Sub-Registrar or R.A. Kolkata for getting such deeds registered in our name and on our behalf.

24. To apply for and obtain electricity from W.B.S.E.D.C.L., water connection, swerage, drainage and other connections of any other utilizes to the said premises and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

25. To utilize or shift or have connected the existing electricity connection, if any, in the proposed premises in such manner as the said Attorney may think fit and proper.

26. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises and similarly to receive all incoming receivable for and on account of the said premises including the rents and/or license fees from the occupants thereof.

27. To commence, procure, enforce, answer or oppose all actions and other legal proceedings and demands, touching any of the matters concerning the said premises or any part thereof including relating to acquisition and/or in respect of the said premises in which the said estate is now or may hereafter be interested or concerned and if think fit to compromise, settle, referred to arbitration in any such action or proceedings as aforesaid before any Ld. Court Civil, Criminal or Revenue.

28. To advertise in the Newspaper or through any other for procuring purchaser for selling the Flats and all other units in the proposed building in respect of Developer's allocation.

29. To file and defend suits, cases, appeals and whatsoever nature for and on our behalf or to be instituted preferred by or against us by any

person or persons in respect of the said proposed premises and also to present and prosecute wrote application in respect thereof.

30. To compromise suits, appeals or other legal proceedings in any Court, Tribunal or another authority whatsoever and to sign and verify applications thereof.

31. To sign, declare and/or affirm any plaint, written statements, petition, affidavit, verification, Vokatnama, warrant or memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.

32. To deposit and withdraw fees, documents and moneys in and from the Court or Courts and/or other person or persons or authority and give valid receipt and discharge there for.

33. To take necessary financial assistance/loan from any Nationalized Bank and/or other Banks and/or other statutory concern and/or financial institution in respect of the below schedule property by mortgaging the same.

34. To do all other acts in respect of Development, Sale, Transfer of the said Units which required to do and cost of selling flats and other units.

35. To do all such Acts, deeds and things, We do hereby nominate "**SUBIKAS REALITY**", a **PROPRIETORSHIP** firm, having its registered office at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O. and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, represented by its sole **Proprietor - MD MAQBOOL HASSAN** (PAN - **AEOPH4766E**, AADHAAR Card No. - **251401584513**, Voter I.D. Card No. - **CHK2599686**), Son of Mohammad Ahassan Ali, residing at - "Kusum Apartment", Flat No. - '4C', Block - 'A', Palpara Reckjoani, P.O.

and P.S. - Rajarhat, District - North 24 Parganas, Kolkata - 700135, by Faith - Islam, by Occupation - Business, by Nationality - Indian, as our Lawful **CONSTITUENT ATTORNEY** as may be necessary to maintain and/or develop the said property and discharge other duties for which they are employed by us through this Power of Attorney. In addition, We do hereby agree and declare that all, Acts, deeds and things done, executed or performed by our constituent Attorneys which we could do ourselves if personally present, shall be valid and binding upon us to all intents and purposes as if done by us personally which we undertake to ratify and confirm whenever required.

It is specifically mention here that our appointed attorney of this indenture shall have no power in respect of our allocation i.e. **40%** total construction area of the sanction plan of the multi-storied building.

And, we do hereby ratify and confirm and agree or undertake to ratify and confirm all acts, deeds, matters and things whatsoever our said Attorney shall lawfully do or cause to be done or perform under or by virtue of these presents including in such confirmation and other works will be completed or the whole deal/transaction as per the said agreement notwithstanding no expenses power is given herein.

And, in short our above named Attorney shall be entitled and/or hereby empowered to do all the above deeds and things for and on behalf of us in our name as required for the purpose of development and to dispose of in respect of the said property except Owner's Allocation.

-:: THE FIRST SCHEDULE REFERRED TO ::-
(The Entire Property)

ALL THAT piece and parcel of **BASTU** land ad-measuring area **8** (eight) **Cottahs 8** (eight) **Chittacks** be the same a little more or less along with **300 Sq. Ft.** pucca building lying and situated at **MOUZA - RECKJOANI**, C.S. Khatian No. 345, 1454, R.S. Khatian No. 2095, **L.R. Khatian No. 5771** (Stand in the name of Sunanda Mondal), **L.R. Khatian No. 5772** (Stand in the name of Soumen Mondal), C.S. Dag No. 1002, 1686, **R.S./L.R. Dag No. 1054** (2 Cottahs 4 Chittaks), **R.S./L.R. Dag No. 1058** (6 Cottahs 4 Chittaks), J.L. No. 13, R.S. No 198, Touzi No. 2998, P.S. - Rajarhat, Kolkata - 700135, within the jurisdiction of Additional District Sub-Registrar Rajarhat, District - North 24 Parganas, under the Rajarhat-Bishnupur 1 No. Gram Panchayat and original Owner is the State of West Bengal Government represented by North 24 Parganas District Collectorate, its annual rent will be paid as per West Bengal Land Holding Revenue Act. and the said property is butted and bounded by -

On the North : R.S. Dag No. 1054;
On the South : R.S. Dag No. 1058;
On the East : 20' ft. wide Panchayat Road;
On the West : R.S. Dag No. 1055 & 1056;

-:: THE SECOND SCHEDULE REFERRED TO ::-

PART - I

OWNER'S ALLOCATION

OWNER'S SHARE AND ALLOCATION shall mean :-

40% total construction area of the sanction plan of the multi-storied building (as per mutual discussion by the both parties) and Adjustable /

Refundable security deposit of **Rs. 10,00,000/-** (Rupees Ten Lakhs) only to be paid by the Developer to the Owners as follows:-

❖ At the time of execution of this Agreement **Rs. 10,00,000/-**

PART - II

DEVELOPER'S ALLOCATION

DEVELOPER'S SHARE AND ALLOCATION shall mean :-

60% total constructed area of the proposed multi building.

Ten fingers impression of the Executors and Attorney are enclosed herewith is a part of this General Power of Attorney after Registered the Development Agreement.

IN WITNESS WHEREOF We the above executants have here to put our respective signature on the day month and year first above written.

Signed, Seal and delivered by the executants' in presence of
1) *Mr Saddam Hossain*

*S/o - Abdul Khatib
vill - Anduliyar
kt - 700/28*

Sunanda Mondal

Signature of the Owner /
SMT. SUNANDA MONDAL

Soumen Mondal

Signature of the Owner /
SHRI SOUMEN MONDAL

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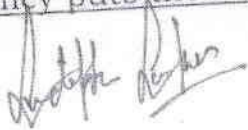
Abroad
Kudraskar Mandel
Be-1/3, Razhumallipara
Kot- 20059

SUBIKASH REALTY

Md. Maqbool Hassan.
Proprietor

.....
Seal & Signature of the Attorney
"SUBIKASH REALTY"
represented by its sole Proprietor -
MD MAQBOOL HASSAN

Drafted and prepared by me as per the instruction and photo copy of the documents supplied by the Owners and read over and explain to the Owners as well as Attorney in their mother tongue and after understanding the contains of this indenture they puts their Signature in this indenture :-



Mr. SUDIPTA SARKAR
Advocate
Barasat Judge's Court.
Enrolment No. - WB-1088/2007.

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Sunanda Mondal</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Sunanda Mondal*
 Specimen Finger prints of: **SMT. SUNANDA MONDAL.**

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Soumen Mondal</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Soumen Mondal*
 Specimen Finger prints of: **SHRI SOUMEN MONDAL.**

Sl.No.		Little	Ring	Middle	Fore	Thumb	
	 <i>Md. Maqbool Hassan</i>						Left Hand
							Right Hand
		Thumb	Fore	Middle	Ring	Little	

SIGNATURE: *Md. Maqbool Hassan*
 Specimen Finger prints of: **MD MAQBOOL HASSAN.**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 150204455 for the year 2022.



Digitally signed by AMITAVA DATTA
Date: 2022.08.17 13:32:34 +05:30
Reason: Digital Signing of Deed.

(Amitava Dutta) 2022/08/17 01:32:34 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)