

682/2022

I-651/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 188506

27/01/2022  
Q(8)  
303405  
2022

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

*Chhimes*  
27/01/2022

Addl. Dist. Sub Registrar  
Kalyani Nadia

27 JAN 2022

DEVELOPMENT POWER OF ATTORNEY  
AFTER REGISTERED DEVELOPMENT AGREEMENT

\*\*\*\*\*

This Development P.O.A. is made on this 27<sup>th</sup> day of January, 2022.

BETWEEN

- :: EXECUTANTS / LAND OWNERS :: -

Smt. Maya Rani Ghosh [PAN: ADNPG3883F] [Aadhaar: 7640 0206 5092]

Smt. Monty Ghosh [PAN: AKVPG0264H] [Aadhaar: 5779 2513 9654]

- :: ATTORNEY / DEVELOPER :: -

PM ENTERPRISE, Prop: Smt. Maya Rani Ghosh

*reflash*  
*AGW*

BY THIS POWER of ATTORNEY, WE,

[1] **SMT. MAYA RANI GHOSH**, wife of Sri Paresh Chandra Ghosh and [2] **SMT. MONTY GHOSH**, wife of Sri Anup Ghosh, both are by faith Hindu, by Nationality Indian, by occupation Business, residing at Kumarpara, Manashatala Lane, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, West Bengal, Pin- 743145, here-in-after referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) do hereby empower, nominate, constitute and appoint :-

**PM ENTERPRISE**, a proprietorship firm having its Office at 172, Basanta Babu Road, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, West Bengal, Pin 743145, represented by its Proprietress: **SMT. MAYA RANI GHOSH**, wife of Sri Paresh Chandra Ghosh, by faith Hindu, by Nationality Indian, by occupation Business, residing at Kumarpara, Manashatala Lane, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, West Bengal, Pin- 743145, here-in-after referred to as the "DEVELOPER" as our true and lawful Attorneys for us in our names and on our behalf to inter- alia amongst others the acts, deeds and things viz.

WHEREAS one Sri Anup Ghosh, son of Sri Paresh Chandra Ghosh, purchased ALL THAT piece and parcel of land measuring 7 Cottahs 7 Chhataks 29 Square Feet or 12.36 Decimals lying and situated in Dag No. C.S., R.S. & L.R. 225, under L.R. Khatian No. 215/3, 637 & 217/1, at Mouza- 57 No. Kanchrapara, under Kanchrapara Gram Panchayet now Kalyani Municipality, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, West Bengal, from 1) Sri Pradip Kumar Mukhopadhyay, 2) Sri Pranab Kumar Mukhopadhyay and 3) Sri Prabir Kumar Mukhopadhyay, by way of registered Deed of Sale (BENGALI KOBALA) being No. I- 1156 (Dated: 20/03/2006) Date of Execution and Registration 11/05/2004, bind in Book No. I, Volume No. 24, Page from 149 to 158, of A.D.S.R.O., Kalyani, Dist. Nadia.

*see last page*

AND WHEREAS aforesaid Sri Anup Ghosh, son of Sri Paresh Chandra Ghosh, also purchased another Plot of Land measuring 8 Cottahs 1 Chhatak 32 Square Feet or 13.40 Decimals lying and situated in Dag No. C.S., R.S. & L.R. 225, under L.R. Khatian No. 215/3, 637 & 217/1, at Mouza- 57 No. Kanchrapara, under Kanchrapara Gram Panchayet now Kalyani Municipality, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, West Bengal, from 1) Sri Pradip Kumar Mukhopadhyay, 2) Sri Pranab Kumar Mukhopadhyay and 3) Sri Prabir Kumar Mukhopadhyay, by way of registered Deed of Sale (BENGALI KOBALA) being No. I- 906 (Dated: 01/03/2006) Date of Execution and Registration 11/05/2004, bind in Book No. I, Volume No. 19, Page from 133 to 140, of A.D.S.R.O., Kalyani, Dist. Nadia.

AND WHEREAS by virtue of the said two registered Deed of Sale being No. I-906 and I- 1156, for the year 2006, said Sri Anup Ghosh became the absolute sole owner of total area of land measuring 15 Cottahs 9 Chhataks 16 Square Feet or 25.76 Square Feet (7 Cottahs 7 Chhataks 29 Square Feet or 12.36 Decimals plus 8 Cottahs 1 Chhatak 32 Square Feet or 13.40 Decimals) and Sri Anup Ghosh duly recorded his name in the Assessment Register of Kalyani and also recorded his name in present L.R. Settlement Record vide Khatian No. 907 and while enjoying and occupying the said plot of Land, said Sri Anup Ghosh gifted a part of land measuring 12 Cottahs 8 Chhataks 29 Square Feet or 9029 Square Feet or 20.70 decimals to the present owners: 1) Sri Maya Rani Ghosh and 2) Smt. Monty Ghosh, wife of Sri Anup Ghosh, by way of a registered Deed of Gift being No. I- 1303-02451/15, bind in Book No. I, Volume No. 1303-2015, Page from 12721 to 12740 of A.D.S.R.O., Kalyani and they have recorded their names in the records of Kalyani Municipality and also recorded their names in present L.R. Settlement Record vide Khatian No. 1007 & 1561 and the Land Owners jointly have good and marketable title to the said property which is free from all encumbrances.

AND WHEREAS the Executants, herein the absolute joint owners of the Property ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 8 (Eight) Chhataks 29 (Twenty-Nine) Sq.Ft. more or less together with

Monty  
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structure with easement right of the Premises, more-fully described in the schedule as authorized and We, the Executants herein do hereby nominate, empower, constitute and appoint: PM ENTERPRISE, represented by its Proprietress: SMT. MAYA RANI GHOSH, to be our true and lawful Attorneys in our names and on our behalf to exercise, execute and perform all or any of the following acts, deeds and things concerning the said Property or any part thereof i.e. to say:

WHEREAS the Executants i.e. [1] SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh and [2] SMT. MONTY GHOSH, wife of Sri Anup Ghosh, both are by faith Hindu, by Nationality Indian, by occupation Business, residing at Kumarpara, Manashatala Lane, P.O. Kanchrapara, P.S. Bizpur, Dist. North 24-Parganas, West Bengal, Pin- 743145 became the absolute joint owners of all the Schedule below property measuring 12 Cottahs 8 Chhataks 29 Square Feet, be the same a little more or less at Mouza-Kanchrapara, comprised in Dag No. C.S., R.S. & L.R. 225, under Khatian No. L.R. 1007 & 1561, under Kalyani Municipality, Ward No. 20, Sonar Bhuban (C.M), Holding No. F-57/225/H/I, within the jurisdiction of the Office of Additional District Sub-Registrar at Kalyani, Police Station Kalyani, Dist. Nadia, which is in their actual physical KHAS possession and the said property is free from all encumbrances, attachments and any kind what-so-ever.

AND WHEREAS the Executants, herein the absolute owners of ALL THAT piece and parcel of land measuring 12 Cottahs 8 Chhataks 29 Square Feet together with structure with easement right of the Premises, more-fully described in the schedule as authorized and We, the Executants herein do hereby nominate, empower, constitute and appoint PM ENTERPRISE, represented by the Proprietress :- SMT. MAYA RANI GHOSH, wife of Sri Paresh Chandra Ghosh, to be our true and lawful Attorneys in our names and on our behalf to exercise, execute and perform all or any of the following acts, deeds and things concerning the

said Property or any part thereof i.e. to say :-

[1] To hold and defend possession of the said Premises and every part thereof and receive and/or deliver possession thereof from and/or any person or persons occupying the same or desirous of purchasing the same and also to manage, maintaining and administer the said Premises and every part thereof.

[2] To demand, recover and receive, consideration, premium and/or rents, means, profits, license fees, damages, electricity charges, service charges, Municipal Taxes & Rates and all sums or moneys receivable in respect of the said Premises or any part thereof, any share or shares therein from the occupation / Licenses / Purchasers of the said Premises and to make all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover any sum of money in arrear in respect of the said premises from all or any one of more of the occupants / licenses / purchasers of the said premises or any portion or portions thereof and to raise bills and grant, valid receipt and discharges therefore which shall fully exonerate the persons paying such money.

[3] To pay all rents and taxes, charges, expenses and other outgoings whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any Building thereon against loss or damages by fire and/or other risks as be demand necessary and/or desirable by my said Attorney and to pay all Premium for such insurance.

[4] To sign and give Notice to any Occupier of the said Premises or trespassers or any portion thereof or quit or to repair or to abate any nuisance or to make remedy and breach of covenant and / or any other purpose whatsoever.

[5] To enter upon the said Premises and every part thereof as be desired to vied the state or repair thereof and to require any occupier /

*20/9/2014  
KSH*

licenses / purchasers as a result of such view to remedy any want of repair abate any nuisance.

[6] To enforce and covenant in any Agreement, Lease Deed, Sale Deed Declaration and / or License or Tenancy Agreement or any other document relating to the said Premises or any part thereof and if any right to enter arises in any manner under each covenant or under notice to quit them to exercise such rights, amongst other.

[7] To warn off and prohibit and if necessary, proceed against in due from of law against all trespassers on the said Premises or any part thereof for taking possession and to take appropriate steps whether by action or desire or otherwise and to abate all nuisance and for such to enter into all contracts or arrangement with the trespassers.

[8] To appoint and terminate the appointment of Architect and to get prepared Plans for demolition, construction and/or additions and/or alterations to any new or existing Building or Structures on the said Premises or any portions thereof.

[9] To appear before and execute all formalities to submit Plan, before the Kalyani Municipality.

[10] To pay fees, obtain Sanction for Principal Plan and / or allocation and modification of Plan and to take delivery of the same and such other orders and permissions form the necessary authorities including the Kalyani Municipality as be expedient for sanctioning and/or modification and / or alterations of Plans and also to submit and take delivery of Title Deeds concerning the said Premises documents as be required by the necessary Authorities.

[11] To built upon and exploit commercially the said Premises by making construction of Building or Buildings, thereon and for that to arrange by us take down demolish Structures of whatsoever nature existing thereon or as may be constructed in future.

*Handwritten signature*

[12] To appoint any Sub-Contractor for construction work or Building thereon and to cancel the same and engage new contractor to be done by their discretion as if we do the same personally.

[13] To appear and represent us jointly or severally in any proceedings, for fixation of fair rent and/or for any other purpose or purposes before any Court, Rent Controller or other Authority or authorities in connection with any matter relating to and/or arising out of the said Premises thereof.

[14] To apply for and obtain such certificate, permission and clearance including completion certificate and/or permissions Govt. of West Bengal, Housing Department under the Income Tax Act. which includes Under Section 230(A) of the Income Tax Act, or other law relating to Revenue and/or Building both Urban and Rural as may be required for execution and/or Registration of any Sale Deed, Lease Deed, Mortgage Deed or other documents of transfer concerning the said Premises and also to appear before and sign and submit all papers and documents and make representations to the necessary Authorities for getting such Certificate and/or Permissions.

[15] To negotiate on terms for and to agree and to sale the said space/spaces with flats and/or proportionate land to be lying or situate, with common Space and Car Parking Space/Spaces/Share etc. in the Agreement with any Purchaser or Purchasers either for space, proportionate share of land and/or space with super-structures and /or flat or flats as such price which the said Attorneys in their absolute discretion thinks proper.

[16] To collect the maintenance charges, service charges or whatsoever charges from the Intending Purchaser or Purchasers as he/she/they thinks fit.

[17] To agree upon & to enter into any Agreement or Agreements

*Accepted  
Adm*

and/or for to any party of parties or Firm and Company sale or sales of space or spaces with super-structures or Flats proportionate share of land and/or cancel and repudiate the same with the Intending Purchaser or Purchasers except our allocation i.e. the allocation of the Land Owners as mentioned in Indenture.

[18] To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advances and also the balance of the purchase money and to give good valid receipt and discharges for the same which will be protect the Purchaser or Purchasers without seeing the applications of the money, save and of the allocation vested in favour of the Land Owners.

[19] Upon such receipt a aforesaid in our names and as we act and deed to sign and to execute to delivery and conveyance or Conveyances for the selling of proportionate share of land and/or flat/flats and/or space with super-structures and / or flat / flats / space proposed to be constructed and maintenance and easement rights of the common areas of Car parking Space of the proposed selling of space / flat / proportionate share of land in favour of the Purchaser or Purchasers or his / her / their nominee or nominees, our said Attorneys also joint as Vendors in the Conveyance or Conveyances of the proposed sale if the said Attorneys receipt and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the Intending Purchaser or Purchasers in our names be treated as receipt of our personally and respectively from the Purchaser and/or Purchasers. Save and except the Owners' allocation as mentioned in Development Agreement made between the parties.

[20] To sign and execute all other deeds, instruments and assurance which he/she/they shall consider necessary and to enter into and/or agree to such covenants and condition as may be required for

*received  
ASR*



fully and effectually conveying the said proportionate share of land, flat/flats, flat/space, together with the easement right of the common passage as ourselves do personally present.

[21] To prepare, sign, execute, submit, enter into modify cancel, alter, draw approve present for registration and admit registration of all papers, documents, deeds, contractors, agreement, conveyance, lease, mortgage, Tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit, applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale, mortgage, assignment, tenancies and/or leave and license, permissions of the said Premises and every or any part thereof and the termination of all contracts rights of occupancy user and/or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be observed fulfilled and performed under the said Agreement.

[22] To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be inserted or connected and also of thought fit, give, evidence and compromise refer to Arbitration abandon, submit or judgment or before non-suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Rent Controller, District Court and Small Causes Court.

[23] To sign, declare, verify and affirmacy, plaint, written statements, petitions, consent petitions, Affidavit, Vokalatanama, Warrant of Attorney, Memorandum of Appeal or any other document or paper in any proceedings or in any way concerned with the legal proceedings in respect of the Premises or connected with any of the matters aforesaid.

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ADW*

[24] To receive any payment and/or deposit all monies including the Court Fees, Stamp Duty, Registration Fees, receive refunds and to receive and grant, valid receipts and discharges in respect thereof.

[25] For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Advocates, Mukhters and/or debt collecting or other agents.

[26] To institute conduct and defend all proceedings for acquisition and/or requisition in respect of the said Premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid receipts and discharges thereof.

[27] To appear and represent us before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.

[28] To appear before the Kalyani Municipality and / for other Authorities regarding the Tax Assessment on in any other way relating to the said Premises or any portion thereof or any undivided share therein.

[29] To register the Building or Buildings constructed on the said property under the West Bengal Apartment Ownership Act, 1972.

[30] To observe fulfill and perform all the terms, conditions and obligations on our part to be observed fulfillment and performed under the said Agreement for Sale and to exercise all my rights therein.

[31] To appoint the terminate the appointment from time to time and to make other or others of any substitute or substitutes for exercising all or any of the authorities herein above contained.

[32] To receive loan either on behalf of themselves, and/or on behalf of their nominee or allow the nominees to receive loan from any Financial Institution and any Government or Bank or other Authorities for the purpose of raising construction or Building in the said Premises described in the Schedule below or the terms and conditions and covenants or choice which deem fit and proper.

*regl  
SC*

[33] The money to be received by our Attorney for selling their allocation out of the total Flats will be credited on their Firms' Account and their allocation as mentioned in the Development Agreement, Dated: 27/01/2022, which registered duly before the Office of A.D.S.R., Kalyani on 27/01/2022, being Deed No. I- 130300638/2022.

[34] The Developer shall pay the Income Tax on the Profit arising from the sale of Flats or Commercial Spaces from developer's allocation in the building constructed under this Power or Development Agreement and similarly the Developer shall collect Goods & Service Tax(GST) from the buyers and pay to the Govt. Of India on amount received in respect of such sale.

[35] This Power of Attorney shall be guided under Section 202 to 208, of the Indian Contract Act as the Attorneys and the Executants have jointly couple of interest of the land involved herein. THIS POWER is involved with coupled with interest and is credited for valuable consideration. The Registered Power of Attorney of even dated being collateral documents of this Power of Attorney that will also remain operative until and unless the contract is rescinded upon violation of the lawful breach of contract on the part of Collaborator / Builder / Attorney being established.

THE SCHEDULE OF PROPERETY ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 12 (Twelve) Cottahs 8 (Eight) Chhataks 29 (Twenty Nine) Square Feet or 9029 Square Feet or more or less 20.70 decimals lying and situated at Mouza Kanchrapara, being J.L. No. 57, Dag No. C.S., R.S. and L.R. 225, under Khatian No. L.R. 1007 & 1561, yearly revenue to the District Collectorate, Rayat Dakhali Swatya, being specific portion of Holding No. F-57/225/H/I, Locality/Street: Sonar Bhuban (C.M), Ward No. 20, under Kalyani Municipality, within the jurisdiction of the Office of Addl. Dist. Sub-Registrar at Kalyani, P.O. & P.S. Kalyani, Dist. Nadia, West Bengal, Pin 741235, along with common facilities and amenities.

The said property is butted and bounded by :-

- On the North :- 10 ft. wide Common Passage;
- On the South :- Bager Khal;
- On the East :- 30 ft. wide Road & Owner's rest land;
- On the West :- Land in Dag No. 212.

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The annexed sheets containing coloured photographs and signatures along with finger impressions of all the Executants and the Attorney, as a part of this document.

IN WITNESS WHEREOF both the parties have put their respective hands and seals on this day, month and year first above written.

SIGNED, SEALED & DELIVERED by the EXECUTANTS :-

[1] Maya Rani Ghosh

[2] Monty Ghosh

In presence of the following Witness :-

i) Name / Signature :- B. Sanjit Dutta

ii) Address :- Hali Sakur Jetia  
Jetia - 24 Pgt (N) - 743135

SIGNED, SEALED & DELIVERED by the ATTORNEY :-

**PM ENTERPRISE**  
Maya Rani Ghosh  
Proprietor

In presence of the following Witness :-

i) Name / Signature :- Arindam Guha

ii) Address :- Rathtala, Lalpur  
Chandaha, Dist - Nadia  
Pin - 741222

Drafted by me & printed in my Chamber :-  
Manash Kumar Ghosh

[MANASH KUMAR GHOSH]






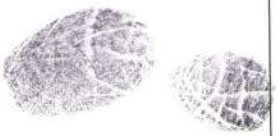


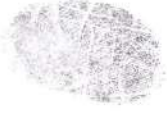
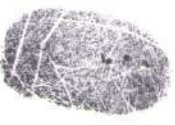
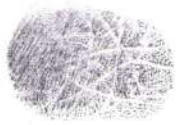
Advocate

[Enrolment No. W.B.-672/2001]












Barrackpore Court.

**Manash kr. Ghosh**  
Advocate  
Barrackpore Court  
En-no-W.B.-672/2001

of the Additional District Sub-Registrar at Kalyani, Dist. Nadia.

Left Hand Impressions		--: Name of the Party :- --: <i>Name of the Party</i> :- <b>MAYA RANI GHOSH</b>		Right Hand Impressions	
	Little	 <i>Maya Rani Ghosh</i>	Little		
	Ring		Ring		
	Middle		Middle		
	Fore		Fore		
	Thumb		Thumb		
		The above said Fingers Impression is certified by me. <i>Maya Rani Ghosh</i>			
		----- - Signature -			

##### 2022 #####

Left Hand Impressions		--: Name of the Party :- --: <i>Name of the Party</i> :- <b>MONTY GHOSH</b>		Right Hand Impressions	
	Little	 <i>Monty Ghosh</i>	Little		
	Ring		Ring		
	Middle		Middle		
	Fore		Fore		
	Thumb		Thumb		
		The above said Fingers Impression is certified by me. <i>Monty Ghosh</i>			
		----- - Signature -			

### Major Information of the Deed

	I-1303-00651/2022	Date of Registration	27/01/2022
No/Year	1303-8000303405/2022	Office where deed is registered	
Date	27/01/2022 12:40:25 PM	1303-8000303405/2022	
Applicant Name, Address & Other Details	M K Ghsoh Naihati, Thana : Naihati, District : North 24-Parganas, WEST BENGAL, PIN - 743165, Mobile No. : 8013650304, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 89,74,244/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 130300638/2022 Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		
Applicant &			

#### Land Details :

District: Nadia, P.S:- Kalyani, Municipality: KALYANI, Road: Kalyani Unknown Road, Mouza: Kanchrapara, Pin Code : 741235

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-225	LR-1007	Viti	Viti	10.35 Dec		44,73,622/-	Width of Approach Road: 30 Ft., , Project Name :
L2	LR-225	LR-1561	Viti	Viti	10.35 Dec		44,73,622/-	Width of Approach Road: 30 Ft., , Project Name :
		<b>TOTAL :-</b>			<b>20.7Dec</b>	<b>0 /-</b>	<b>89,47,244 /-</b>	
		<b>Grand Total :</b>			<b>20.7Dec</b>	<b>0 /-</b>	<b>89,47,244 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>0 /-</b>	<b>27,000 /-</b>	

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1303-2022, Page from 15335 to 15360

being No 130300651 for the year 2022.



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Digitally signed by KHOKAN KUMAR  
BACHHAR  
Date: 2022.01.27 14:22:53 +05:30  
Reason: Digital Signing of Deed.

*Khokon Kumar Bachhar.*

(Khokon Kumar Bachhar) 2022/01/27 02:22:53 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. KALYANI  
West Bengal.

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(This document is digitally signed.)