

2101/18

2216/2018

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

RS. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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21. 6. 18
अ.प. 0169466/18.
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[Signature]
21/06/18

POWER OF ATTORNEY

(AFTER EXECUTION OF DEVELOPMENT AGREEMENT)

TO ALL TO WHOM THESE PRESENTS, We, (1) SRI DILIP KUMAR SADHUKHAN (PAN:BFMPS2476C) son of Late Madan Mohan Sadhukhan, by Nationality Indian, by faith Hindu, by occupation business, residing at 7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S.

Contd.....P/2.

Burtolla and (2) **SRI KAMAL KUMAR SADHUKHAN** (PAN: BHWPS1534B) son of Late Madan Mohan Sadhukhan, by Nationality Indian, by faith Hindu, by occupation business, residing at 7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S. Burtolla, hereinafter referred to as the **Principals** send **GREETINGS:**

WHEREAS we the above named Principals **Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan** are the joint owners of the entire property **ALL THAT** the two storied brick built dwelling house and premises togetherwith the piece and parcel of land thereunto belonging and on part where of the same is erected and built containing an area of (02) Cottahs and 14.5 (fourteen and half) Chittacks more or less situated and lying at Municipal Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.16, District Kolkata, morefully and particularly described in the Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS we have already entered into an Agreement for Development dated 21st day of June, 2018 with the Developer **M/S. TARA REALTY & CONSTRUCTION**" a Sole Proprietorship firm having its registered office at 12A, Hemendra Sen Street, (2nd floor) Kolkata-700006, P.S. Burtolla, P.O. Beadon Street, represented through its owner **SRI INDRAJIT MAZUMDER** (PAN NO.AJXPM9468J) son of Late Mrinal Kanti Mazumdar, by Nationality Indian, by faith Hindu, by occupation business, residing at Premises No.1/B, Tarak Chatterjee Lane, Kolkata-700005, Police Station Burtolla, for development of the property, described in the schedule hereunder, and the said Development Agreement was registered in the office of the A.R.A.-II, Kolkata and recorded in Book NO.I, Deed No. 2213 for the year 2018.

Contd.....P/3.

Dilip Kumar Sadhukhan

AND WHEREAS now We the above named Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan, the Principals/Executants, are desirous to nominate, constitute and appoint **SRI INDRAJIT MAZUMDER** (PAN NO.AJXPM9468J) son of Late Mrinal Kanti Mazumdar, by Nationality Indian, by faith Hindu, by occupation business, residing at Premises No.1/B, Tarak Chatterjee Lane, Kolkata-700005, the sole proprietor **M/S. TARAA REALTY & CONSTRUCTION** a Sole Proprietorship firm having its registered office at 12A, Hemendra Sen Street, (2nd floor) Kolkata-700006, P.S. Burtolla, P.O. Beadon Street, to be our true and lawful Attorney to act for the name and on behalf of the owners and for the sake of brevity hereinafter referred to as the **“ATTORNEY”**.

NOW KNOW YE BY THESE PRESENT We, Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan do hereby and hereunder nominate, appoint and constitute the **SRI INDRAJIT MAZUMDER**, the sole proprietor of **M/S. TARAA REALTY & CONSTRUCTION** our true and lawful attorney, for us, in our names and on our behalf, to do and execute all or any of the following acts, deeds and things, that is to say:

1. To hold, defend, look after, supervise, manage, control and conduct all sorts of administration in respect of the SAID PROPERTY, including the existing building and the Buildings that may be constructed thereon from time to time and to supervise all the matters and affairs relating thereto in such manner as our said Attorney may at his absolute discretion think, fit and proper.
2. To appoint Architects, Engineers, surveyors and to have surveyed and the soil tested of the SAID PROPERTY and for that to make all correspondences with the authorities concerned and to do all other acts, deeds necessary or required with regard to the same.

Contd.....P/4.

3. To prepare building plan for the said premises and to sign on my behalf the said building plan and modifications thereof and all drawings and specifications and all other papers and documents, declarations, undertaking, boundary Declaration registered deed of gift if required in favour of K.M.C./undertaking if required to KM.C./other Gift./Semi Govt./autonomous body/local body if urgently at all required, as would be necessary for obtaining sanction plan and subsequent modification addition/alteration/completion etc. of the said building plan from the Kolkata Municipal Corporation and to apply for and to collect and receive such plan and related papers after sanction from the said the Competent Authority.

4. To appear for and on our behalf in the office of the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, K.I.T., CESC Ltd., and any local or any Statutory and all Government Offices, Registry office, civil court/High court and Police Stations and to apply for and obtain sanctions, permits, license, supply service connection etc. as may be required for the said premises from the respective authorities.

5. To deposit all fees, moneys before the authority concerned in my name and on my behalf for obtaining sanction, modification, and alteration from the Kolkata Municipal Corporation and to receive the sanctioned building plan on our behalf from the said Authority.

6. To receive refund of the excess amount of fees, if any paid for the purpose of modification and/or alteration and/or sanction of the plan from any authority or authorities and deposit the same to our account.

7. To appear and represent the owners before the Kolkata Municipal Corporation, Building Tribunal and other authorities concerned regarding any

Contd.....P/5.

- notice received or served on the owners in respect of the SAID PREMISES and to make representations, prefer appeals, review and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the owners before the authorities concerned.
8. To apply for electricity, gas, water, sewerage, drainage, telephone, lift drainage or other connections of any other utility concerning the "said Property" and/or make alterations in the existing connection and to close down and/or have disconnected the same and for that to sign, answer, execute and submit all papers, applications documents and plans and to do all other acts, deeds and things as may be deemed fit and property by our ATTORNEY.
 9. To apply for and obtain building materials from the concerned authorities for construction of building or buildings at the SAID PROPERTY.
 10. To appear and represent the owner before the necessary authorities including the Kolkata Municipal Corporation, Fire Brigade, Kolkata Police, the competent authority in connection with the sanction, modification or alteration of the plans, if required and/or situation so warrants.
 11. To utilize or shift the existing utilities in the said property in such manner as our said Attorney may think, fit and proper.
 12. To negotiate with the tenant/tenants regarding their NOC, shifting, and surrender of tenancy and accommodation in the new building.
 13. To pay all rates, taxes, expenses and other outgoings whatsoever payable in respect of the "Said Property" of any part thereof upon proper adjustments and similarly to receive all incomings receivable for and on account of the Said

Contd.....P/6.

Property or any part thereof including the materials received after demolitions of the existing structure, abiding by the conditions imposed in the AGREEMENT FOR DEVELOPMENT.

14. To appoint engage on our behalf technical personal/personals and employee, engineers, architects, surveyors, supervisors, caretakers, masons, carpenters, plumbers, mistries, coolies, labours, durwans and all other persons required for the construction, supervision and all other works in connection with the building to be constructed in the Said Property and to pay and settle their terms and conditions as my said Attorney shall at his absolute discretion think, fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
15. To make construction of such type of building or buildings thereon, on the said Land and Building as the said Attorney may in his absolute discretion think, fit and proper and to make down, demolish, remove and/or repair any house, building and/or structure of whatsoever nature in the Said Land and Building in accordance with the sanctioned plan or any alternations and/or modifications thereon at the cost of our Attorney.
16. To enter upon Agreement for sale, transfer, lease or otherwise in respect of the Said Property, or any part thereof with regard to **developer's allocation** as specified in the said Development Agreement giving each such prospective buyer undivided proportionate variable share of land.
17. To sign and execute in any Deed of Conveyance or Conveyances or transfer as may be necessary or required from time to time with regard to the allocation of the Developer as per Development Agreement in respect of the said property.

Contd.....P/7.

18. To appear and represent us before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other Officer or Officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, conveyances, documents and instruments executed and signed by the Attorney in any manner concerning the Said Property so far as it related to the allocation of my attorney as per Agreement for Development after meeting the owner's allocation.

19. To cause any Deed of Conveyance, document or instruments to be registered and for the said purposes to sign execute and submit all declarations statements, applications, deeds and affirm affidavits as may be necessary or required from time to time with regard to his allocation as per Agreement for Development only after meeting and fulfilling owner's allocation as per the said Agreement for Development.

20. To commence, prosecute, enforce, defend, answer and oppose all actions, proceedings and demands concerning in any way the said property or any part thereof including those relating to acquisition and/or requisition and/or tenancies in which the owner is now or may hereafter be interested or concerned and if thought fit and proper compromise, settle, refer to Arbitration, to represent me in any action or proceedings as aforesaid before any court, Civil or Criminal or Revenue including the Rent Controller.

21. To sign and acknowledge all registered and insured letters, parcels and to receive delivery thereof in respect of the said property.

22. To receive consideration and/or Earnest money in regard to the said property from interested buyers and to grant them proper and effectual receipts concerning the **Developer's allocation as per "AGREEMENT FOR DEVELOPMENT"** indemnifying me against any monetary claims.

23. To apply for annual valuation of the said property and to prefer any appeal or review from annual valuation and for that to sign and execute all papers and documents.
24. To sign and give notice or notices to any tenant or tenants and other occupiers or Trespassers in the said land and building belonging to me in respect of the property described in the schedule hereunder, to quit, and vacate and/or to settle and compromise with the tenant/tenant/occupiers and to enter into the said property with a view to inspecting the same or exercising any right vested in me.
25. To appoint, engage on our behalf pleaders, advocates or solicitors whenever my said Attorney shall think proper to do so and to discharge and/or terminate his or their appointment.
26. To sign, affirm and verify plaint, petition, written statement, tabular statement, review, revisions, affidavit, declaration, Memorandum of Appeal or any other cause paper or pleading including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the Said Property or any part thereof.
27. To deposit and withdraw fees documents and moneys in and from any court or other persons or authorities and to give valid and effectual receipts and discharges therefore and adjust the same in our account.
28. To select prospective buyers at his own discretion in respect of the said building to be constructed on the said land concerning his allocation as per Agreement for Development.

Contd.....P/9.

29. For all or any of the purpose hereinbefore stated to appear and represent me before all authorities having jurisdiction and to sign and execute all papers and documents and to use the name of the owners.

AND GENERALLY to do all acts and things concerning the authorities hereby granted in respect of the said property which the owner could have done lawfully under his own hands, it present personally and as owners we do hereby agree to ratify and confirm whatever all acts, deeds and things lawfully and bona fide done by our said attorney which shall be construed as acts, deeds and things done by us to all intents and purposes as if we were personally present And the said Attorney shall not incur any financial liability in the name of the owners.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the partly tenanted two storied brick built messuage or dwelling house togetherwith the piece or parcel of land thereunto belonging and on part whereof the same is erected and building containing by admeasurements (02) Cottahs and 14.5 (fourteen and half) Chittacks more or less situated and lying at Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.016, District Kolkata, Assessee No.11-016-18-0012-0, together with rights of easements facilities and amenities annexed thereto, and constructed area with cemented floor on the ground floor is 1200 square feet and first floor is 1200 Sq.ft. more or less and which is butted and bounded as follows:

ON THE NORTH: -	By 9 feet wide Peary Mohan Sur Lane
ON THE SOUTH: -	By Premises No.25A, Goabagan Lane,
ON THE EAST: -	By Premises No.24A, 24B & 24C, Goabagan Lane,
ON THE WEST: -	By 6, Peary Mohan Sur Lane;

Contd.....P/10.

IN WITNESS WHEREOF WE, the said Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan, sown free will and accord, without coercion or undue influence from anybody whomsoever have hereto put our signature at Kolkata, this 21st day of June, 2018.

SIGNED SEALED AND DELIVERED UP
AT KOLKATA, IN THE PRESENCE OF:

1. Sowrav Sadhukhan Dilip Kumar Sadhukhan.
Dilip Kumar Sadhukhan (DILIP KUMAR SADHUKHAN)
7, Peary Mohan Sur Lane
Kolkata-700006

Kamal Kumar Sadhukhan
(KAMAL KUMAR SADHUKHAN)

(SIGNATURE OF THE EXECUTANTS)

2. Kanchan Nandy,
s/o. Late Krishna Nandy,
156, A.P.C. Road,
Kolkata-700006, Block-L,
Room No. 8 and 9.

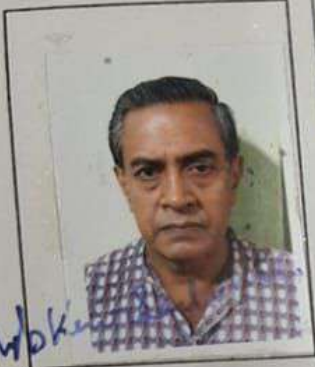
Taraa Realty & Construction
Pranjit Hazumdar
Proprietor

SIGNATURE OF THE ATTORNEY
WHO ACCEPT THIS POWER

DRAFTED & EXPLAINED BY

Bijay Kumar Datta
(BIJAY KUMAR DATTA)
ADVOCATE, HIGH COURT, KOLKATA
8, OLD POST OFFICE STREET, (GR.FLOOR)
KOLKATA-700001.
REG.NO. WB/764/1992.

SPECIMEN FORM FOR TEN FINGER PRINTS



Dilip Kumar Sadhukhan.

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Kernal Kumar Sadhukhan.











LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



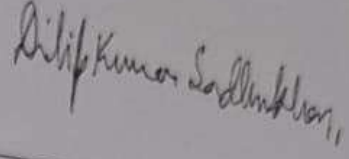


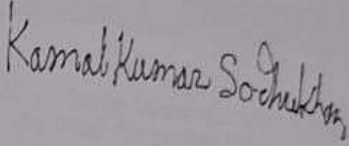
SPECIMEN FORM FOR TEN FINGER PRINTS



PHOTO

Tareq Beauty & Construction
Proprietor
Tareq Beauty & Construction

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE

No	Name,Address,Photo,Finger print and Signature			
1	Name Mr DILIP KUMAR SADHUKHAN Son of Late MADAN MOHAN SADHUKHAN Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place : Office	Photo  21/06/2018	Fingerprint  LTI 21/06/2018	Signature  21/06/2018
7, PEARY MOHAN SUR LANE, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BFMPS2476C, Status :Individual, Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place : Office				
2	Name Mr KAMAL KUMAR SADHUKHAN Son of Late MADAN MOHAN SADHUKHAN Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place : Office	Photo  21/06/2018	Fingerprint  LTI 21/06/2018	Signature  21/06/2018
7, PEARY MOHAN SUR LANE, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BHWPS1534B, Status :Individual, Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place : Office				

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M/S. TARA REALTY AND CONSTRUCTION 12A, HEMENDRA SEN STREET, 2ND FLOOR, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata West Bengal, India, PIN - 700006 , PAN No.:: AJXPM9468J, Status :Organization, Executed by: Representative

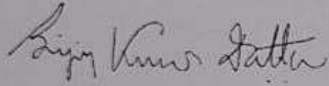
Major Information of the Deed :- I-1902-02216/2018-21/06/2018

Representative Details :

Name,Address,Photo,Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	Mr INDRAJIT MAZUMDER (Presentant) Son of Late MRINAL KANTI MAZUMDAR Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office	 Jun 21 2018 12:47PM	 LTI 21/06/2018	 21/06/2018
1/B, TARAK CHATTERJEE LANE, P.O:- NOT MENTIONED, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJXPM9468J Status : Representative, Representative of : M/S. TARA REALTY AND CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name & address	
Mr BIJAY KUMAR DATTA Son of Late RABINDRA NATH DATTA 8, OLD POST OFFICE STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr DILIP KUMAR SADHUKHAN, Mr KAMAL KUMAR SADHUKHAN, Mr INDRAJIT MAZUMDER	21/06/2018
	

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-2.39766 Dec
2	Mr KAMAL KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-2.39766 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-1200.00000000 Sq Ft
2	Mr KAMAL KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-1200.00000000 Sq Ft

Major Information of the Deed :- I-1902-02216/2018-21/06/2018

Endorsement For Deed Number : I - 190202216 / 2018

On 21-06-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number - 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:42 hrs on 21-06-2018, at the Office of the A.R.A. - II KOLKATA by Mr INDRAJIT MAZUMDER ,,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 93,19,220/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 21/06/2018 by 1. Mr DILIP KUMAR SADHUKHAN, Son of Late MADAN MOHAN SADHUKHAN, 7, PEARY MOHAN SUR LANE, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 2. Mr KAMAL KUMAR SADHUKHAN, Son of Late MADAN MOHAN SADHUKHAN, 7, PEARY MOHAN SUR LANE, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Identified by Mr BIJAY KUMAR DATTA, , , Son of Late RABINDRA NATH DATTA, 8, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 21-06-2018 by Mr INDRAJIT MAZUMDER, PROPRIETOR, M/S. TARA REALTY AND CONSTRUCTION, 12A, HEMENDRA SEN STREET, 2ND FLOOR, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr BIJAY KUMAR DATTA, , , Son of Late RABINDRA NATH DATTA, 8, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 36350, Amount: Rs.50/-, Date of Purchase: 15/06/2018, Vendor name: S Mukherjee

As

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1902-02216/2018-21/06/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2018, Page from 80132 to 80158

being No 190202216 for the year 2018.



Al

Digitally signed by ASIT KUMAR
JOARDER
Date: 2018.06.28 12:03:32 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 28-06-2018 12:03:28
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)