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Agaitical District Bub-Registrer
2 0 JAN 2022

DEVELOPMENT
POWER OF ATTORNEY

AFTER REGD. DEVELOPMENT AGREEMENT No. I-020307284/2021 of A.D.S.R. BARDHAMAN

TO ALL TO WHOM THESE PRESENTS SHALL COME We,

1) SRI SUHAS RANJAN BISWAS [PAN No.BBBPB7935A], [Aadhar No.663494258345], s/o Late Sachindra Nath Biswas, by faith-Hindu, by occupation-Business,

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**2) MISS. BIPASA BISWAS** [PAN No.BBBPB7468N], [Aadhar No. 537790730545], D/o Sri Suhas Ranjan Biswas, by faith-Hindu, by occupation-Service,

Both are Indian Citizen, residing at-Mayer Bari, East Natun Pally, P.O.-Bardhaman, P.S.-Bardhaman, Dist.-Purba Bardhaman, W.B., Pin-713101,

Hereinafter called as the "Landowners", do hereby SEND GREETINGS:

#### WHEREAS:

- A. We (the Landowners) have seize, owned and and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 11(Eleven) Decimal more or less 6.7(Six point Seven)Katha, in the Dist.-Purba Bardhaman, under P.S.-Bardhaman, within Mouza-Radhanagar, J.L. No.39, R.S. Khatian No.942(Nine Hundred Foty Two), L.R. Khatian No.7607(Seventy Six Hundred Seven), 7608(Seventy Six Hundred Eight), & 3507(now recorded in L.R. Khatian No.7607 & 7608), C.S. Plot No.7331(Seventy Three Hundred Thirty One), R.S. Plot No.7331/7756(Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), L.R. Plot No.7449(Seventy Four Hundred Forty Nine), by virtue of inheritance, and L.R.R.O.R., which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".
- B. **SANVI RESIDENCY**, [PAN No. AEMFS4002A] a partnership firm, having it's office at RA-54, Apollo Avenue, Bidhannagar, P.O.-Bidhannagar, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, represented by one of its' Partner; **Sri Chanchal Mondal** [PAN No.CNRPM9116M] [Aadhar No.601100444938], S/o Sri Bhairav

Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, resident of Nepura, Badhna, P.O.-Panchet, P.S.-Nirsha, Dist.- Dhanbad, (Jharkhand), Pin-828206, Hereinafter called as "said DEVELOPER".

- C. We, (the Landowners) desire to to development works at the "First Schedule" hereunder, with the permissions of the Burdwan Municipality, and/or any other concern Authority/Authorities, have entered into Regd. Development Agreement vide No.I-020307284 of 2021 before the ADSR Bardhaman, with the said Developer, for the development construction works at the schedule mentioned property, on the terms & conditions having been settled by & between the parties after mutual discussion.
- D. In as much as, it is became not possible for us, and also will not be possible for us to look after day to day affairs in connection with the development construction works at the said property, and it is became also not possible for us to present in all occasions, everywhere for the said development construction works at the "said property", as such we desire to engage/appoint, the said Developer, as our true and lawful attorney, on our behalf for the purposes hereinafter contained.

### NOW KNOW ALL MEN BY THESE PRESENTS We,

- 1) SRI SUHAS RANJAN BISWAS [PAN No.BBBPB7935A], [Aadhar No.663494258345], s/o Late Sachindra Nath Biswas, by faith-Hindu, by occupation-Business,
- **2) MISS. BIPASA BISWAS** [PAN No.BBBPB7468N], [Aadhar No. 537790730545], D/o Sri Suhas Ranjan Biswas, by faith-Hindu, by occupation-Service,



Both are Indian Citizen, residing at-Mayer Bari, East Natun Pally, P.O.-Bardhaman, P.S.-Bardhaman, Dist.-Purba Bardhaman, W.B., Pin-713101.

i.e. the "Landowner" do hereby nominated, constituted and appointed, Sri. Chanchal Mondal [PAN No.CNRPM9116M] [Aadhar No.601100444938], S/o Sri Bhairav Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, resident of Nepura, Badhna, P.O.-Panchet, P.S.-Nirsha, Dist.- Dhanbad, (Jharkhand), Pin-828206, being one of the Partner of SANVI RESIDENCY, [PAN No. AEMFS4002A] a partnership firm, having it's office at RA-54, Apollo Avenue, Bidhannagar, P.O.-Bidhannagar, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, i.e. the said Developer, as our true and lawful attorney, by executing this development power of attorney, for us name and on our behalf and for us, to execute exercise and perform all or any of the following acts, deeds, and things on our behalf, i.e. to say:

- 1) To take charge and possession and/or hold and defend possession of the said property i.e. the schedule below property and warn off and prohibit, and if necessary, proceed in due form of law against all or any trespassers on the said premises or any part thereof and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance, and for that to enter into all contracts and arrangements with the trespassers.
  - To develop and erect/raise new multistoried building/s over the schedule below land i.e. the said property, comprising with various flats, apartments, garages, with two wheeler and four wheeler parking space etc., to be constructed according to the approved building plan, and permissions of the Burdwan Municipality, and/or any other

concern Authority / Authorities, and/or any change or addition or alteration thereof, by the Developer herein, as deem fit & proper, and which will be sanctioned by the Burdwan Municipality and/or by the concerned authority, from time to time, by taking assistance of engineering expert with the help of good quality building materials on our behalf.

- 3) To carry out all sorts of works, constructions, repairs, renovations, demolitions reconstructions at schedule below property or any part thereof, from time to time, and for the purpose to prepare plans, sketches and get them approved and sanctioned from the concerned authorities and to engage Architects, Surveyors, engineers, workmen and laborers to enter into contracts with them and assign the same for the execution of the works.
- 4) To enter into any Agreement, Deed, &/or Transfer to raise the construction of the proposed project i.e. multistoried building/s under the name & style as the Developer deem fit, in accordance his choice, on the "said Property" as more-fully mentioned in the "Schedule" hereunder.
- 5) To enter into any Agreement, Deed, Conveyance, Agreement for Sale, to sale and transfer any flat(s)/ unit(s)/ parking space including equal proportionate share in the common portion of schedule below land, together with common facilities, towards any intending purchaser or purchasers, and will also be entitled to execute such documents and present the same before any Registering Authority or any other Authority, and to do such acts, deeds and things, to get such deeds / Agreements / Conveyances / documents registered, and to receive advance money and/or fully consideration money, and to give proper

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receipts for the same, and to do such deeds and things to give possession of the same to the prospective purchaser or purchasers, in respect of the Developer's Allocated share, as per Regd. Development Agreement in respect of the "said property", as we do the same, if personally present.

- 6) To consolidate, manage and transfer developer's allocated share as per Regd. Development Agreement in respect of the said property, for such consideration as our said Attorney may think fit and proper and to give receipts for same.
- 7) To receive from the intending purchaser/s or purchaser/s, the earnest/advance money and to give proper receipt and discharge for the same.
- 8) In connection with such Registration my said Attorney shall be competent to sign and execute all relevant papers, documents, forms/notices, etc., at the Registration Office, which shall be found essential for the same, for us & on our behalf.
- 9) To present any Deed of Conveyance/Deed of Sale/Agreement for Sale, for registration, before A.D.S.R. Bardhaman/D.S.R. Purba Bardhaman/A.R.A. Kolkata and/or before any proper registration authority, to admit the receipt of the consideration money, and to have the said deed/agreement registered, AND to do all acts, deeds, and things which may be necessary for conveying flats/parkings/units, and registering the said deed/agreement, as fully and effectually in all respects, as we could do the same, as if we personally present, regarding Developer's allocation.

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- 10) To obtain necessary clearance certificate from competent Authority under the Urban Land Ceiling & Regulation Act, 1976, if applicable and land conversion certificate for this project.
- 11) To obtain sanctioned plan and any modified &/or additional &/or altered sanctioned plan of the proposed multistoried building/project from the Burdwan Municipality and/or by the concerned authority, from time to time, if needed, and to obtain Occupancy Certificate, Completion Certificate, from the Burdwan Municipality and/or by the concerned authority, for the proposed project at the schedule hereunder.
- 12) To publish advertisement in any daily newspaper or/and any widely circulated newspaper or any local newspaper or TV Channel or any others media to attract the intending buyer/s for the purpose of sale and transfer of flats or apartment/s.
- 13) To make, sign and verify all applications or raise objection to appropriate authorities for all and any license, permission or consent etc. and in connection with the management and development of the schedule mentioned properties.
- 14) To appoint staff, workers and contractors and to settle their remuneration and other terms of office and to promote or dismiss or suspend as & when necessary for execution of the project, but always within the legal frame work of the state.
- 15) To purchase & maintain stock of the building materials as per approved plan, and obtain electric and water connection at the schedule mentioned land.

- 16) To take all measure for obtaining water connections, and electric line connections, and meter in the proposed building at the said property, from the concerned Authorities by signing all necessary papers, documents, application forms, affidavits with right to submit the same before the authority concerned for me/us, and on my/our behalf and to pay/deposit all amounts of money towards costs, fees, etc.
- 17) To settle all disputes whatsoever arising out of the construction project on the schedule mentioned land.
- 18) To appear before any office or court or authority of the Govt. or Municipality or labour dept. or Land Revenue office or Income Tax or any other act, to represent the matters regarding the proposed development & construction.
- 19) To get a Co-Operative Society/Association of the flat purchasers in the said housing complex & registered the same, and to obtain registration after carrying out all necessary formalities.
- 20) That if any legal proceedings are required to be taken in connection with the development construction work or if any legal action is taken against me/us in connection with the same project, to prosecute and defend such legal proceeding, and for that purpose to sign, declare and file & withdraw all pleadings, affidavits, applications etc. to engage advocate and to do all acts and things required to be done for the same, on our behalf.
- **21)** That by virtue of this Power of Attorney our said Attorney holder has got sole & exclusive right for development construction work at the schedule mentioned property i.e. the said property.



**22)** That this Power of Attorney is a revocable one, at the will of the Executants.

AND Generally, to do everything, what could do legally for us, and on our behalf, by our attorney, and we undertake to ratify and confirm all such acts, deeds, and things, what will be lawfully done by our said Attorney in exercise of this Development Power of Attorney hereby conferred, but it is expressly stated that this Power of Attorney does not create, constitute or assume any kind of ownership or title in favour of our said Attorney.

# \*\*FIRST SCHEDULE\*\* as referred herein above (Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Purba Bardhaman, P.S.-Bardhaman, within the area of Burdwan Municipality, at Mouza - Radhanagar(রাধানগর), J.L. No.39, R.S. Khatian No.942(Nine Hundred Forty Two),

#### Part-I:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756 (Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty Nine), L.R. Khatian No.7607(Seventy Six Hundred Seven), measuring an Area of Land-5.2(Five point Two) Decimal,

#### Part-II:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756 (Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty Nine),



L.R. Khatian No.7608(Seventy Six Hundred Eight), measuring an Area of Land-5.2(Five point Two) Decimal,

#### Part-III:-

C.S. Plot No.7331, corresponding R.S. Plot No.7331/7756 (Seventy Three Hundred Thirty One by Seventy Seven Hundred Fifty Six), corresponding L.R. Plot No.7449 (Seventy Four Hundred Forty Nine), L.R. Khatian No.3507 (now recorded in L.R. Khatian No.7607 & 7608), measuring an Area of Land- 0.6(Zero point Six) Decimal,

In the above Part-I, II, & III, Total Area of Land- 11(Eleven) Decimal more or less 6.67(Six point Six Seven) Katha, under Burdwan Municipality, B.L.&L.R.O. Bardhaman-1, Holding No.179, and the Land is recorded as Bastu, will to be use as Bastu for Residential Project Purpose, located at Natun Pally, Bardhaman-1.

## Butted and Bounded as follows:-

North: 10' Feet Wide Pucca Road.

South: House of Saikat Basu.

East : 15' Feet Wide Road & Asha-3 Multistoried Building.

West : House of G. Pal.

A separate sheet has been annexed to these presents containing the signature, fingers print and photographs of the Landowners & Developer herein, which is the part and parcel of these presents.

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**IN WITNESS WHEREOF** I/We have hereunto put my/our signature/s on this Power of Attorney in the free, fair state of mind, after gone through all the contents of these presents on this the 20<sup>th</sup> day of January, 2022 at Bardhaman.

#### WITNESSES:-

1. Rahal Bouri

Sloweral Baen

Spankarbar and

Dal-12

Suher Rayanthistory

Bilpasa Bisu

Signature of the Executants

2. Subhazzt Dutta S/O, D. W. DUTTA 180, EAST NUTAN PALLY PO+DIST-BURDWAY

SANVI RESIDENCY

Signature of the Attorney Holder

Drafted by me and computerized at our office as per instruction of the Executant, read over & explained by me, and also identified by me,

Webabrata Biswas. Advocate
Durgapur Court, City Centre

Enrollment No. W.B. W.B./686/2010

#### Signature, Colour passport size photograph, finger prints of both the hands of the Parties

# **Left Hand Right Hand Thumb** Middle Fore Ring Signature: Nowwo. otograph, finger prints of both the hands of the Parties Left Hand **Right Hand** Binon Thumb Middle Little Signature:-Bilana Biseson" Signature, Colour passport size photograph, finger prints of both the hands of the Parties Left Hand **Right Hand** Thumb Fore Middle Ring Little Signature:-Signature, Colour passport size photograph, finger prints of both the hands of the Parties **Left Hand Right Hand** Photo

Signature:-

Thumb

Fore

Middle

Ring

Little



Sutas Rangain Prisular



Bilossa Bisesar



Oronal Janes







Rahl Bairi