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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AG 331610

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

District Sub-Register-III
Alipore, South 24-parganas

30 DEC 2021

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We (1) SMT. GOURI ROY CHOWDHURY, (PAN – ALFPC9135J), AADHAAR NO. 6688 1504 7106, wife of Late

Contd.....2

Dilip Roy Chowdhury, by faith-Hindu, by Nationality – Indian, by occupation- Housewife, residing at House No. 679, Sector 23, Faridabad 22, P.O. Faridabad, P.S. Mujesar, District – Faridabad, Haryana, Pin- 121 005 (2) SRI DIPAK **ROYCHOUDHURY, (PAN – ACUPR3487N), AADHAAR NO. 8661 0845 6441,** son of Late Sudhir Kumar Roychowdhury, by faith-Hindu, by Nationality – Indian, by occupation- Retired Person, residing at 13A, . Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas and (3) **SRI SANKAR PRASAD GHOSH, (PAN-AHAPG5318G), AADHAAR NO. 7300 6908 8399,** son of Late Sudhir Kumar Ghosh, by faith-Hindu, by Nationality – Indian, by occupation- Retired Person, residing at 14/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas, do hereby nominate and appoint **M.M.ENTERPRISE,** a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. formerly Purba Jadavpur now Survey Park, Kolkata – 700 075, represented by its sole proprietor namely **SRI DEBOPRIYO DHAR, (PAN- ALNPD9476B), AADHAAR NO. 8060 4881 5045,** son of Sri Debabrata Dhar, by religion- Hindu, by occupation- Business, residing at 2/1, South Road, P.O. Santoshpur, P.S. formerly Purba Jadavpur now Survey Park, Kolkata – 700 075, District – South 24-parganas, to be our lawful Attorney in respect of our landed property mentioned in the schedule hereunder written and we do hereby authorise and empower our said Attorney to do execute and perform all acts, deeds and things in our name and on our behalf that is to say:-

1. To work, manage, control supervise the management and develop our landed property as mentioned in the schedule hereunder written and to use the same

for construction purpose of an ownership apartment/ building thereon as per sanction plan of the Kolkata Municipal Corporation at the costs of said Attorney.

2. To advertise, negotiate on terms for sale of all flats of the proposed G + 3 storied residential building to be raised and/or constructed on the land in K.M.C. **Premises No. 44, Santoshpur West Road, K.M.C. Ward No. 103, being mailing address No. 13A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas**, with undivided proportionate share in the land in the said premises in the said proposed building save and except **Owners' Allocation** mentioned in the registered Development Agreement dated **30.12.2021** which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Being No. 160313965....., for the year 2021, made between ourselves and our said attorney, with the intending purchaser/purchasers and to enter into any agreement or agreements for sale of said flats and other spaces with undivided proportionate share in the land in the said premises during and after construction of the proposed **G + 3** storied residential building on the land in the said premises. -

3. To sign, apply for and obtain connection for Electricity and/or Gas/Water and/or sewerage/ or drainage and/or to make alternations and/or close down and/or have disconnected the same to the respective authority or authorities having jurisdiction for sanctioning the same. **Also to sign on building plan, drainage plan, water plan, sewerage plan and to sign and submit the completion certificate etc. before the Kolkata Municipal Corporation or respective authority or authorities.**

4. To raise construction the building at the said premises according to the sanction plan which will be sanctioned by the Kolkata Municipal Corporation also to prepare and/or get prepared plans for any modifications, additions, alterations, amendments to the sanctioned plan and revisions, amendments to the sanctioned plan and revision thereof and to submit the same with the Kolkata Municipal Corporation and/or all and/or any authority or authorities having jurisdiction for sanctioning the same and to have the same sanctioned and/or modified and/or altered and/or amended and/or revised and in connection therewith to make necessary applications, sign, execute and deliver necessary building plans or other plans, drawings, sketches, elevations, appendices, annexure addendums, declarations, writings, affidavits, deed of gift applications, papers and documents and give undertakings, pay fees, claims, refund, received and acknowledge refund, obtain sanctions and such other orders and permissions as be expedient.

5. To apply for and obtain such permission or permissions as be necessary for obtaining steel, cement, bricks and other construction materials and construction equipment and to acquire the same.

6. To pay Municipal rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or new building to be constructed thereat.

7. To warn off, prohibit and if necessary proceed against all trespassers at the said premises or any part thereof and to take appropriate steps whether by action or otherwise and to abate nuisances.

8. To obtain financial assistance from any Nationalised Bank/Schedule Bank and/or any financial institution or from any private person on the strength of this power of attorney and for the said purpose to sign all relevant papers and/or documents in connection therewith as and when necessary PROVIDED HOWEVER THAT it is made clear that in this respect, owners shall not be liable for repayment of such loan amount or its interest or any charges/ claims or any damages nor owners' allocation shall be affected in any manner.

9. To enter into agreement with intending purchaser or purchasers for sale of flats and car parking spaces or other spaces in Developer's Allocation and to execute such Agreement and to receive from intending purchaser or purchasers all earnest money and advance or advances as also the balance of purchase money on completion of such sale or sales of Developer's Allocation and to give valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the same money.

10. To sign, execute and present any such deed or deeds of conveyance for registration in respect the said flats, car parking spaces and other spaces with proportionate undivided share in the land with the right of common user of common space of Developer's Allocation and to admit their respective executions and acknowledge receipt of consideration before the District Registrar, Sub-Registrar and Registrar of Assurance, Kolkata having authority for and to do all other acts, deeds and things which our said attorney shall consider necessary for the same.

11. To sign, execute, enter into modify, cancel, alter draw, approve, present for registration and admit, execution of all papers, deeds, deeds of conveyance and documents in connection with the said premises and/or any building to be constructed thereon or any part or portion thereof in so far as the Developer's Allocation.

12. To appear before any Notary Public, Registrar of Assurances, District Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate, and/or other jurisdiction and to acknowledge and present for registration and register and have registered and perfected all deeds, documents, instruments and writings executed signed or made by Attorney by virtue hereof, in so far as the Developer's Allocation.

13. To apply for and such certificate and/or permission and/or clearance including certificate and/or permissions under any law relating to land and/or building (both Urban and Rural) or under the Income Tax Act or under any other law or laws for the time being in force as may be required for morefully effectuating these presents.

14. To prepare, sign, declare, affirm and file declaration statements applications and/or other documents and writings and papers in any way connected with the holding, possessing, transferring or otherwise dealing with the premises before any appropriate authority or authorities having jurisdiction and as may be required under any law of laws for the time being in force.

15. To represent us in any of the court, Registration offices, Municipal Offices, Office of Ceiling on Urban land, Income Tax Offices, Revenue Offices, Police Departments and Thanas, Reserve Bank of India or any other relevant office or offices before any authority or authorities or society or body corporate or other person for any purpose concerning the premises and/or its Development and as may become necessary for fully effectuating all and/or any of the powers herein and hereby conferred.

16. To ask, demand, sue for, recover and receive of and from all and every person or persons, body or bodies (politics or corporate) or any authority including Govt. and/or local bodies whomsoever concerned all and/or every sum or sums of money including rent, dues, duties, interest, profits, sale, considerations, construction costs, deposits, loans, compensations, electricity charges, maintenance charges and/or at any other money or moneys which shall belong to or become payable in respect of the permissible or any part of portion thereof or any building to be constructed thereat.

17. To give effectual receipts and discharges for all moneys received by the Attorney which receipts and discharges shall fully exonerate the person so paying.

18. To sign, execute and register all sorts of plan, declarations, undertakings, indemnity and other bonds, deed or gifts in favour of the Kolkata Municipal Corporation and affirm affidavit necessary for sanction of the building plan or any modifications thereof for construction of building on the said property.

19. To plan, design, work, manage and control, construct and supervise the construction of the building at the said premises according to the plan which will be sanctioned by the competent authority (ies) and to manage, control, possess, supervise and maintain all the movable and immovable properties on the said land within the field of the development agreement and also to collect maintenance charges from the flat owners.

20. To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or in any way relating to or concerning the premises and also if thought fit to comprise, refer to arbitration abandon submit to judgement or become non suited in any such actions or proceedings and aforesaid before any court of law.

21. To sign, declare, and/or affirm any plaints, written statements, petitions, consent petitions, affidavits, Vakalatnama, warrant of attorney, memorandum of appeals or any other documents and papers in any proceedings now pending or any in future be instituted in any way concerning or relating to the aforesaid premises.

22. To deposit and/or withdraw fees and/or documents and/or money in and from any court or court and/or money in any person/s authority and to give valid receipts and discharges therefore.

23. To retain and employ solicitors, Advocates, Architects, engineers, surveyors or other person or persons for the better doing and more effectually executing the

powers and authorities of the Authority in terms hereof and to terminate their appointment.

AND GENERALLY the attorney shall have the power to do all such acts, deeds matters and things on our behalf and in any way concerning or relating the premises and/or any building to be constructed thereat by virtue hereof as we could have done personally. And we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever and said Attorney shall lawfully do or cause to be done in any about the premises as aforesaid by virtue of this Power of Attorney.

THE SCHEUDLE OF LAND ABOVE REFERRED TO :

ALL THAT piece and parcel of Bastu land & structures standing thereon or in a part or portion thereof measuring an area **05 Cottahs 02 Chittacks 25 Sq.ft.** be the same a little more or less together with one 2 storied building measuring about **450 Sq.ft.** on entire Ground Floor and entire First Floor measuring **450 Sq.ft.** and one 2 storied building measuring about **1000 Sq.ft.** on entire Ground Floor and entire First Floor measuring **500 Sq.ft.** and RTS measuring **300 Sq.ft.** standing thereon situated at Mouza- Santoshpur & Jadavpur, J.L. No. 22 & 35, E.P. No. 192, 192A & 193, S.P. No. 174, 174/1, 175, C.S. Plot No. 20(P), at Sub – Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being **K.M.C. Premises No. 44, Santoshpur West Road,** K.M.C. Ward No. 103, **being mailing address No. 13/A, Santoshpur West Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24-Parganas, Assessee No. 311034200444,** together with whatsoever easement rights in common with the other persons having the like right to pass and re-pass over the roads lying or situate adjacent to the said property. The same is butted and bounded as follows:-

North : 13'-5" wide K.M.C. Road,

South : Land of Alpana Bhowmick,

East : 4' wide Private Passage and Land of Tushar Kanti Moitra,
West : 17, Santoshpur West Road and West Road Club.

IN WITNESS WHEREOF We the executants, have hereunto set and subscribed our hands on this the **30th** day of December, 2021.

WITNESSES :

1) Kartick Majumder
11, Avenue South
Kolkata-700075.

2) Shyamal Gayen
Subhangram, Natunpally
Kolkata-700147

Gouri Roy Chowdhury.
Dipak Roy chowdhury
Sankar Prasad Ghosh
SIGNATURE OF THE EXECUTANTS

I accept this Power of Attorney
M M ENTERPRISE
Dehapriya Dhar.
Proprietor
Constituted Attorney

Drafted by:
Pankaj Chatterjee
WB/383/83.
Advocate
Alipore Criminal Court
Kolkata -700 027.

Typed by:
S. Gayen.
Shyamal Gayen
22, Janata Road, P.O. Santoshpur,
P.S. Survey Park, Kolkata – 700 075

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 52552 to 52580

being No 160313976 for the year 2021.

Seal of the District Sub-Registrar III, South 24 Parganas

Digitally signed by DEBASISH DHAR
Date: 2022.02.03 16:17:09 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/02/03 04:17:09 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)