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E-6238/2021



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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भारतीय गैर न्यायिक
 एक सौ रुपये
 Rs. 100
 ONE HUNDRED RUPEES
 भारत INDIA
 INDIA NON JUDICIAL

8/1879/662/21

POWER OF ATTORNEY FOR DEVELOPMENT

Additional District Sub-Registrar
 Sadulpur, North 24-Parganas

22 SEP 2021

TO ALL TO WHOM THESE :

We, **1. SRI GOPAL MODAK (PAN NO. AEPPM5597K)**,
 Son of Late Madhai Modak, by Nationality-Indian, by religion-
 Hindu, by Occupation-Business/Service, residing at: Raja
 Ramchandghat Road, P.O. Panihati, P.S. Khardah, Dist. North
 24 Parganas, Kolkata-700114,


 Mahendra Bhattacharya

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1999 1001 - **Bandyopadhyay**
Advocates

নাম :-

Barrackpore Court

পত্র :-

উত্তর ২৪ পরবর্তী

সংখ্যা :-

স্বামী মোমা বৈমিত্তিক স্বাক্ষর

স্বাক্ষর করে স্বামী বারাকপুর

(Handwritten signature)

বি. সীতা

স্বামী মোমা বৈমিত্তিক

টি ডি নং

স্বাক্ষর

স্বাক্ষর করে স্বামী

20/9/2022
2000007



স্বাক্ষর করে স্বামী
Barrackpore, West Bengal

22 SEP 2022

Prasanna Das.
S/O. Late Prityalal Das.
Central Road, Amanatalakur
P.O. Sadypur P.S. Chhala
Kolkata - 700110

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2. SRI MOHITOSH MODAK (PAN NO. AEMPM6494E), Son of Late Madhai Modak, by Nationality-Indian, by religion-Hindu, by Occupation-Business/Service, residing at: Raja Ramchandghat Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

3. SMT. MAYA DAS (PAN NO. ADGPD8429H), Wife of Sri Shyamal Das, Daughter of Late Madhai Modak, by Nationality-Indian, by religion-Hindu, by Occupation-Housewife, residing at: 4, Jahura Bazar Lane, P.O. & P.S. Kasba, Dist. North 24 Parganas, Kolkata-700042 do hereby appoint, constitute and nominate "**M/S. ESSAR DEVELOPERS**" a partnership firm having its principal place of business situated at its registered office at 4 No. D.B. Nagar, R.N. Tagore Road, P.O. Sodepur, P.S. Khardah, Dist. 24Parganas(north), Kolkata-700110, **PAN no. AAEFE3844N**, being represented by its partners namely:

1. SRI RAJA DUTTA, Son of Late Jitendra Mohan Dutta, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at- Aikyatan Apartment, Basak Bagan, P.O. Sodepur, P.S. Khardah, Dist 24 Parganas (North), Kolkata 700110,

2. SRI SUDIPTA SEN, Son of Sri Nidhu Sen, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at-4 No. Desh Bandhu Nagar, P.O. Sodepur, P.S, Khardah, Dist. North 24 Parganas, Kolkata-700110,

SEND GREETINGS:-

WHEREAS originally one Madhai Modak (Son of Late Shasti Charan Modak) and Sri Biswanath Modak (Son of Late Siddheswar Modak) was the lawful joint owners of a piece and parcel of land measuring an area more or less 16decimal equivalent to 9Cottahs 3Chittacks 4sq.ft. of land, classified as Bastu, within Mouza: Panihati, J.L. No. 10, Re.su. 32, Touzi no.-155, , comprised and contained in R.S. Dag No. 1174 (land area 12decimal) & 1174/1839 (land area 4decimal), under R.S. Khatian No. 547 & 543, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, P.S. Khardah,



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22 SEP 2021

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at present Additional District Sub-Registry Office at Sodepur, District-North 24 Parganas by virtue of Inheritance from their deceased father and they enjoying the same as ezmal.

AND WHEREAS the said Sri Madhai Modak and Sri Biswanath Modak while enjoying the same as ezmal they partitioned their property between themselves by executing a Registered Bengali Deed of Partition, being no. 4611, registered on 04.08.1982, at the Office of Sub-Registrar Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, being no. 4611, for the year 1982 wherein Madhai Modak became the lawful owner of "Kha" Schedule property of the said partition Deed measuring an area 4Cottahs 6Chittaks 30Sq.ft. of land togetherwith a residential building standing thereon and mutated his name in the assessment register of local Panihati Municipality, bearing holding no. 65 (Raja Ramchand Ghat Road), under Ward No. 4 AND Biswanath Modak became the lawful owner of "Ga" Schedule property of the said partition Deed measuring an area 4Cottahs 6Chittaks 30Sq.ft. of land togetherwith a residential building standing thereon and they jointly also became the lawful owner of another plot of land measuring an area 5chittaks 34sq.ft. which is properly mentioned in the "Gha" Schedule of the said Partition Deed, being no. 4611, dated 04.08.1982.

AND WHEREAS said Biswanath Modak while had been enjoying his aforementioned landed property i.e. 4Cottahs 6Chittaks 30Sq.ft. of land alongwith undivided 1/2share of 5chittaks 34sq.ft. of land i.e. the common area, he sold out the same to Smt. Jyotsna Modak (Wife of Sri Madhai Modak) by executing a Bengali Deed of Sale being no. 4613, which was executed and registered on 04.08.1982 at the Office of S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume No. 101, noted within the


Anil Kumar Bandyopadhyay
Deputy Registrar

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pages from 126 to 134, being no. 4613, for the year 1982 and she mutated her name in the assessment register of local Panihati Municipality, bearing holding no. 64 (Raja Ramchand Ghat Road), under Ward No. 4.

AND WHEREAS as per the foregoing events the said Madhai Modak and Jyotsna Modak jointly have become the lawful owner of 9cottahs 3chittaks 4sq.ft. of land togetherwith a residential house standing thereon.

AND WHEREAS said Jyotsna Modak also purchased another Plot of land measuring an area **8chittaks 42sq.ft.** of Bastu land within **Mouza: Panihati**, J.L. No. 10, Re.su. 32, Touzi no.-155, comprised and contained in R.S. Dag No. 1173, under R.S. Khatian No. 54, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, P.S. Khardah, at present Additional District Sub-Registry Office at Sodepur, District-North 24 Parganas from Sri Netai Charan Sadhukhan (Son of Late Amulya Dhan Sadhukhan) by virtue of a Registered Bengali Deed of Sale, being no. 2180, which was executed and registered on 15.03.2000 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume No. 56, noted within the pages from 191 to 200, being no. 2180, for the year 2000 and she mutated her name in the assessment register of local Panihati Municipality, bearing holding no. 63 (Raja Ramchand Ghat Road), under Ward No. 4.

AND WHEREAS thus as per the foregoing description of title said Jyotsna Modak became the lawful and absolute owner of (4cottahs 9chittaks 24.5sq.ft. of land in Dag no. 1174 & 1174/1839 + 8chittaks 42sq.ft. of land in Dag no. 1173) Totaling 5cottahs 2chittaks 21.5sq.ft. of land and enjoying the same peacefully quietly and without any interruption of others.

AND WHEREAS as per the foregoing events the said Madhai Modak and Jyotsna Modak jointly have become the lawful

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owner of 4cottahs 9chittaks 24.5sq.ft. + 5cottahs 2chittaks 21.5sq.ft. of land togetherwith a residential house standing thereon.

AND WHEREAS said Madhai Modak while had been enjoying the actual physical possession of the said landed property, he died intestate on 06.04.2019 leaving behind him his wife namely Jyotsna Modak, two sons namely Gopal Modak and Mohitosh Modak and one daughter namely Smt. Maya Das (wife of Sri Shyamal Das) as his legal heirs. Subsequently said Jyotsna Modak died on 26.06.2020. Thus the two sons and one daughter of Late Madhai Modak & Late Jyotsna Modak inherited the entire landed property i.e. 4cottahs 9chittaks 24.5sq.ft. + 5cottahs 2chittaks 21.5sq.ft. of land togetherwith a residential house standing thereon as undivided 1/3rd share in each part as per the law of Hindu Succession Act. 1956.

AND WHEREAS by virtue of Inheritance as well as by dint of the aforesaid partition deed and by virtue of the aforementioned Bengali Deed of Sale, the land owner hereof became the lawful joint owners of **9Cottahs 12Chittaks 1Sq.ft.** of land togetherwith a residential house standing thereon and they jointly enjoying the same peacefully, quietly and without any interruption of others.

AND WHEREAS the Owners/Executants are now desirous of developing the said land by constructed Multi Storeyed building (G+4) in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the Executants.

AND WHEREAS We the executants hereof have entered into a **Registered Development Agreement being no.**


Bhikembi Bandyopadhyay

Advocate

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152406211... in Book no. I which was executed and Registered by us on 22nd day of September, 2021 at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas with the developer "**M/S. ESSAR DEVELOPERS**" a partnership firm having its principal place of business situated at its registered office at 4 No. D.B. Nagar, R.N. Tagore Road, P.O. Sodepur, P.S. Khardah, Dist. 24Parganas(north), Kolkata-700110, being represented by its partners namely:

Sodepur

1. SRI RAJA DUTTA, Son of Late Jitendra Mohan Dutta, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at- Aikyatan Apartment, Basak Bagan, P.O. Sodepur, P.S. Khardah, Dist 24 Parganas (North), Kolkata 700110,

2. SRI SUDIPTA SEN, Son of Sri Nidhu Sen, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at- 4 No. Desh Bandhu Nagar, P.O. Sodepur, P.S, Khardah, Dist. North 24 Parganas, Kolkata-700110, for construction of a Multistoried Building/Complex (G+4), upon the said property consisting of several Numbers of Self Contained and independent **Flats, Shop rooms, Godowns, Garages, Car Parking Space etc.** on the terms, conditions and considerations mentioned in the said Agreement.

AND WHEREAS at the treaty of the said Agreement We have agreed to give a Power of Attorney in favour of the said Developers or as they may direct in order to enable them to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developers have requested us to grant the said power of Attorney in favour of "**M/S. ESSAR DEVELOPERS**" a partnership firm having its principal place of business situated at its registered office at 4 No. D.B. Nagar, R.N. Tagore Road, P.O. Sodepur, P.S. Khardah, Dist. 24Parganas(north), Kolkata-700110, being represented by its partners namely:

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1. SRI RAJA DUTTA, Son of Late Jitendra Mohan Dutta, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at- Aikyatan Apartment, Basak Bagan, P.O. Sodepur, P.S. Khardah, Dist 24 Parganas (North), Kolkata 700110,

2. SRI SUDIPTA SEN, Son of Sri Nidhu Sen, by Nationality-Indian, by religion-Hindu, by occupation-Business, residing at- 4 No. Desh Bandhu Nagar, P.O. Sodepur, P.S, Khardah, Dist. North 24 Parganas, Kolkata-700110, which we hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that

We, **1. SRI GOPAL MODAK**, Son of Late Madhai Modak, by Nationality-Indian, by religion-Hindu, by Occupation-Business/ Service, residing at: Raja Ramchandghat Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

2. SRI MOHITOSH MODAK, Son of Late Madhai Modak, by Nationality-Indian, by religion-Hindu, by Occupation-Business/ Service, residing at: Raja Ramchandghat Road, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

3. SMT. MAYA DAS, Wife of Sri Shyamal Das, Daughter of Late Madhai Modak, by Nationality-Indian, by religion-Hindu, by Occupation-Housewife, residing at: 4, Jahura Bazar Lane, P.O. & P.S. Kasba, Dist. North 24 Parganas, Kolkata-700042

do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent us before the Panihati Municipality for amalgamating the separate Holdings into a single Holding by inserting our holding property and sign the relevant applications for that purpose on behalf of us AND to prepare plan on behalf of the Executants for development of the said property described in the Schedule hereunder and to submit the same to the Panihati Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of


Mokendu Bandhu Sanyal

20/10/2017

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such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.

2. To approach on behalf of Executants all the concerned authorities under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications, papers, writings, undertakings etc. as may be required and to carry on correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the said property.
3. To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property.
4. To supervise the development work in respect of Building on the said property and to carry out and/or to get carried out through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Panihati Municipality and other concerned authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Panihati Municipality, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and/or other concerned authorities in that behalf for the time being.
5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal in all Departments Municipality and/or Town Planning Department and other concerned authorities (in connection with the development of the said property).
6. To appear and represent us before and all concerned authorities and parties as may be necessary in connection with the development of the said property as aforesaid.

7. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration moneys salaries and/or wages.
8. To pay various deposits to the Panihati Municipality and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give and effectual receipts in our name and on our behalf in connection with the refund of such deposits.
9. To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Panihati Municipality for the purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.
10. To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Panihati Municipality a lease in respect of any portion of the said property for the purpose of enabling the Panihati Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./ C.E.S.C. to put up and erect an electric Sub-Station for the supply of electricity to the said Buildings.
11. To make necessary applications to the W.B.S.E.D.C.L./ C.E.S.C. and other concerned authorities for obtaining electric power for the said property and the buildings constructed thereon.
12. To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Panihati Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Panihati Municipality.

- 13.** To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.
- 14.** To apply for and obtaining water connection for the Buildings to be constructed on the said property and/ or occupation and Completion Certificate in respect of the said buildings or any part or parts thereof from Panihati Municipality and other concerned authorities.
- 15.** To give such letters and writings and/or undertaking as may be required from time to time by the Panihati Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/or completion Certificate in respect of the said building/s or any part or parts thereof.
- 16.** To give necessary letters, writings and undertakings to the Panihati Municipality Fire Brigade Department for occupying the said building/s and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said buildings.
- 17.** To approach the Panihati Municipality and all other concerned authorities for the purpose of obtaining release of any portions of the said property and/or structures thereon from reservation (if any).
- 18.** To approach the Government of West Bengal in all its Departments including the B.L. & L.R.O. office as well as the Panihati Municipality for the purpose of mutation of the subject landed property and in all other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/ or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing Units thereon.
- 19.** To do all other acts, deeds, matters and things in respect of the said property described in the Schedule hereunder written including to represent before and correspond with

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the Panihati Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and many other matters pertaining to the said property.

20. (i) To make necessary applications under the Land Acquisition Act for the purpose of getting the property released from acquisition or any reservation and also for the purpose of such applications sign or execute such writings and undertaking as may be required and to prefer an appeal from the Order of the Competent Authority.

(ii) To make applications and submit the amended or new Building Plans to the Panihati Municipality including all its Departments or any other Authorities for the purpose of getting the Building Plans, I.O.D. and Commencement Certificate sanctioned and/or revalidated and to give such other applications writings undertaking as may be required for the purpose of the Development of the said property.

(iii) To make applications for water connection, electric supply and other incidental requirements which may be required for the development of the said property.

(iv) To apply to the controller of Cement and Steel and any other authorities for the purpose of making applications for Cement and Steel and other materials and procure the same and for that purpose to give such undertaking or execute such documents and applications as also to correspond with and do such other acts, matters and things as the Attorney may think fit and proper for the purpose of developing the said property.

21. (i) To enter into Agreement for sale of Building (**except Owner's allocation**) as per Agreement that will be constructed on the said property in the names of Attorney or the name of the Developers or the name of Private Limited Company and to retire and appropriate the sale proceeds to themselves.

(ii) To execute Agreements for sale for the said property

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or any part thereof described in the Schedule hereunder the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

(iii) The Land owners shall handover physical possession of the land with the existing structure to the developer and/or its representatives within 7 days after execution of the Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

(iv) The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

✓ (v) The owners/executants shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer for sale of such flats, shops or Garages (**except Owner's allocation**) in respect of the building or buildings that may be constructed on the said plot and also to exercise and sign conveyance or surrender in respect of the said portion of the land and lodge the document or documents for registration and admit the execution of any such document or documents before the sub registrar of A.D.S.R.O. Sodepur, North 24 Parganas, D.R. North 24 Parganas at Barasat and the Registrar of Assurance at Kolkata.

22. To execute the conveyance or conveyances in respect



At Kolkata, this day of _____

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of the said property and building/s constructed thereon or any part thereof (**except Owner's allocated portion**) in favour of such person as the said Attorney shall determine including in favour of any Co-operative Housing Society, Limited Company that may be formed for the purpose.

23. To lodge the Conveyance, Lease and/or other documents or transfer that may be executed by the said attorney for registration and to admit execution thereof before the concerned Sub-Registrar, Dist. Registrar or Registrar of Assurance.

24. To make application on the Panihati Municipality and other Revenue Authorities for the transfer of the said property to the Transferees in whose favour the Conveyance, Lease and/or other documents of transfer as aforesaid may have been executed.

25. To execute Lease in respect of the said property (**except Owner's allocated portion**) and/or portion or portions and/or structure or structures standing thereon in favour of such person or persons as the said Attorney may from time to time determine by the said Attorney.

26. To attend before any Sub-Registrar or/and to execute and present for registration and admit execution by us of any agreement, deed, conveyance, transfer, assignment, assurances, release, indemnify or other instrument or writing the registration of which is compulsory under the Registration Act and generally to do all things necessary or expedient for registering the said deed, instruments and writings or any of them as fully and efficiently as we could do.

27. (a) To insure the said property against damaged fire tempest, riots, civil commotion, floods, earthquakes or otherwise as our said Attorney may think fit and proper.

(b) To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement charges or other security and on receipt thereof to make sign, execute and give sufficient releases or other discharges for the same.

28. (a) To lodge for registration the documents that may be required from time to time before the Sub-Registrar and to admit executing thereof.

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(b) We do hereby agree and undertake that we shall not in any way write any letters and/or correspond with the Government of West Bengal in all its departments, the Panihati Municipality in all its Departments and other Municipality in all its Departments and other concerned local authorities counter mining any acts, deeds, matters and things done by the said Attorney pursuant to this power of Attorney. We do hereby expressly agree and undertake that if any such instructions shall be issued by us the same shall not affect the acts, deeds, matters and things by the said Attorney and all the concerned authorities shall be entitled to disregard all such instructions given by us.

29. For us and in our name to accept service of any writ of summons or other legal process and to appear in any court and before all courts. Magistrates or Judicial or other Officer whatsoever as by the said Attorney shall deem advisable and to commence any action/ other proceedings in any Court of Law or Attorney and the same action on proceedings to prosecute or discontinue or become non-suited as the said Attorney shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall be the said Attorney be conceived to be due/owing/ belonging or payable to us by any person/firm or body corporate and also to appoint any solicitor and/ or Advocate or Lawyer to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in our name or in the name of the said Attorney.

30. To appoint Pleaders, Solicitors, Advocates or Attorneys or Lawyers to appear and act in any Court of Law or before any Custom or Port Trust or Revenue or other Office or Offices of any State or local Authority and to revoke such appointment and to substitute any others in their place and stead.

31. To sign, verify and execute Plaints, Written Statements, Counter-claims, Appeals, Review, Applications, Affidavits,


Anilendu Bandyopadhyay
Sd/-

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the purpose aforesaid and for giving full effect to the authorities hereinbefore contained as fully and effectual as we could in our person do.

34. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purpose according to Laws and Customs of India and particularly of West Bengal.

35. AND WE HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorney and accordingly the said Attorney shall be entitled to exercise independently of each other the powers conferred upon the Developer Firm.

36. AND WE HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the premises by virtue of these presents AND WE HEREBY DECLARE that WE shall not do anything inconsistent with this Power of Attorney.

37. AND we hereby declare that the Powers and authorities hereby granted till the said property is fully and properly developed as per the Development Agreement as per rules and regulations of the Panihati Municipality and that the transfer and/or conveyance of the said land with building is conveyed and/or transferred in favour of ultimate transferee.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.



THE SCHEDULE ABOVE REFERRED TO

ALL THAT the plot of land classified as "BASTU" measuring an area (4cottahs 9chittaks 24.5sq.ft. + 5cottahs 2chittaks 21.5sq.ft.) totaling **9Cottahs 12Chittaks 1Sq.ft.** togetherwith 2000sq.ft. (1000sq.ft. on the Ground Floor + 1000sq.ft. on the 1st Floor) two storied pucca residential building with Floor Tiles flooring standing thereon, situated at **Mouza: Panihati**, J.L. No. 10, Re.su. 32, Touzi no.155, comprised and contained in **R.S. & L.R. Dag No. 1174 & 1174/1839, 1173**, under R.S. Khatian No. 547 & 543, corresponding to L.R. Khatian No. 1360, 2051 & 946, P.S. Khardah, A.D.S.R.O. Sodepur, District-North 24-Parganas, within the local limits of Panihati Municipality, bearing Holding No. 63,64,65, **Raja Ramchand Ghat Road**, Under Ward No. 4. TOGETHERWITH all the estate, rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Power of Attorney for Development.

BUTTED AND BOUNDED BY

On the North : House of Shyamal Das & Gopal Debnath.
 On the South : Land of Tarun Aich.
 On the East : House of Badal Debnath.
 On the West : 12ft. Wide Raja Ramchand Ghat Road. ✓ 2

[Signature]
 Hakemta Basudevswallu
 20/11/11

IN WITNESSES WHEREOF the parties/Executants hereto have hereunto set and subscribed their respective hands on this the ~~22nd~~ day of September, 2021 A.D.

SIGNED AND DELIVERED
in presence of following
WITNESSES.

1. Preetam Das.
Central Road, Amardaloke
Sadipur, Gol. - 110

Endall.

2. Monisha Madan
Maya Das

2. Anish Kumar Das
Adv.
Sri Annapur
Gol. - 113.

SIGNATURE OF THE EXECUTANTS

ESSAR DEVELOPERS

Sudipto Sen Partner *Chitra* Partner

SIGNATURE OF THE ATTORNEY

Drafted by:

Alokendu Bandyopadhyay
Adv.

Alokendu Bandyopadhyay
Enl. No - WB - 570/2004 Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

Laser Setter:

Prasanna Paul
Prasanna Paul



SRI GOPAL MODAK

(1) Name :

Modak

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Modak

SIGNATURE OF THE PRESENTANT

SRI MOHITOSH MODAK

(2) Name :

Mohitosh

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Mohitosh Modak

SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

UNDER RULE 44A OF THE I.R. ACT 1908



(1) Name : **SMT. MAYA DAS**

LEFT HAND FINGER PRINTS

LITTLE RING MIDDLE FORE THUMB



RIGHT HAND FINGER PRINTS

THUMB FORE MIDDLE RING LITTLE



All the above fingerprints are of the abovenamed person, and attested by the said person.

Maya Das

SIGNATURE OF THE PRESENTANT

X

X

(2) Name :

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

LEFT HAND FINGER PRINTS

LITTLE RING MIDDLE FORE THUMB

X

X

X

X

X

RIGHT HAND FINGER PRINTS

THUMB FORE MIDDLE RING LITTLE

X

X

X

X

X

X

All the above fingerprints are of the abovenamed person, and attested by the said person.

SIGNATURE OF THE PRESENTANT

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.



(1) Name : **SRI RAJA DUTTA**

Dutta

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person, and attested by the said person.

Dutta

SIGNATURE OF THE PRESENTANT



(2) Name : **SRI SUDIPTA SEN**

Sudipta Sen

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Sudipta Sen

SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

Major Information of the Deed

Deed No :	I-1524-06238/2021	Date of Registration	22/09/2021
Query No / Year	1524-8001879662/2021	Office where deed is registered	
Query Date	22/09/2021 1:00:40 PM	1524-8001879662/2021	
Applicant Name, Address & Other Details	A Bandyopadhyay Barasat, Thana : Barasat, District : North 24-Parganas, WEST BENGAL. Mobile No. : 9830075574. 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. 80,00,000/-	Rs. 1,21,31,796/-		
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]:- 152408211/2021 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Ramchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:63 Pin Code : 700114

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1174	LR-1360	Bastu	Bastu	3 Katha 4 Chatak	25,00,000/-	34,73,437/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road, Project Name :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Ramchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:64 Pin Code : 700114

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-1174/1839	LR-2051	Bastu	Bastu	3 Katha 4 Chatak	25,00,000/-	34,73,437/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road, Project Name :







District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Ramchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:65 Pin Code : 700114

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	LR-1173	LR-948	Bastu	Bastu	3 Katha 4 Chatak 1 Sq Ft	25,00,000/-	34,74,922/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road, Project Name :
Grand Total :					16.0898Dec	75,00,000 /-	104,21,796/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	2000 Sq Ft.	5,00,000/-	17,10,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete.</p>					
Total :		2000 sq ft	5,00,000 /-	17,10,000 /-	

Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr Gopal Modak (Presentant) Son of Late Madhai Modak Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office</p>	 22/09/2021	 LTI 22/09/2021	 22/09/2021
<p>Raja Ramchandghat Road, City:- Panihati, , P.O:- Panihati, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700114 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx7K,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office</p>				
2	Name	Photo	Finger Print	Signature
	<p>Mr Mohitosh Modak Son of Late Madhai Modak Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office</p>	 22/09/2021	 LTI 22/09/2021	 22/09/2021
<p>Raja Ramchandghat Road, City:- Panihati, , P.O:- Panihati, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700114 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx4E,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office</p>				

Name	Photo	Finger Print	Signature
Smt Maya Das Wife of Mr Shyamal Das Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office			
22/09/2021	LTI 22/09/2021	22/09/2021	
4, Jahura Bazar Lane, City:- , P.O:- Kasba, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700042 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx9H,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office			

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ESSAR DEVELOPERS 4 No. D.B. Nagar, R.N. Tagore Road, City:- Panihati, , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr RAJA DUTTA Son of Late Jitendra Mohan Dutta Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 22 2021 4:03PM</td> <td>LTI 22/09/2021</td> <td>22/09/2021</td> <td></td> </tr> </tbody> </table> <p>Alkyatan Apartment, Basak Bagan, City:- Panihati, , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided Status : Representative, Representative of : ESSAR DEVELOPERS (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr RAJA DUTTA Son of Late Jitendra Mohan Dutta Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office				Sep 22 2021 4:03PM	LTI 22/09/2021	22/09/2021	
Name	Photo	Finger Print	Signature										
Mr RAJA DUTTA Son of Late Jitendra Mohan Dutta Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office													
Sep 22 2021 4:03PM	LTI 22/09/2021	22/09/2021											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUDIPTA SEN Son of Mr Nidhu Sen Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 22 2021 4:03PM</td> <td>LTI 22/09/2021</td> <td>22/09/2021</td> <td></td> </tr> </tbody> </table> <p>4 No. Desh Bandhu Nagar, City:- Panihati, , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided Status : Representative, Representative of : ESSAR DEVELOPERS (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr SUDIPTA SEN Son of Mr Nidhu Sen Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office				Sep 22 2021 4:03PM	LTI 22/09/2021	22/09/2021	
Name	Photo	Finger Print	Signature										
Mr SUDIPTA SEN Son of Mr Nidhu Sen Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office													
Sep 22 2021 4:03PM	LTI 22/09/2021	22/09/2021											

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Preetam Das Son of Late P Lal Das Anandalak, City:- , P.O:- Sodepur, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700110			
	22/09/2021	22/09/2021	22/09/2021
Identifier Of Mr Gopal Modak, Mr Mohitosh Modak, Smt Maya Das, Mr RAJA DUTTA, Mr SUDIPTA SEN			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Gopal Modak	ESSAR DEVELOPERS-1.7875 Dec
2	Mr Mohitosh Modak	ESSAR DEVELOPERS-1.7875 Dec
3	Smt Maya Das	ESSAR DEVELOPERS-1.7875 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Gopal Modak	ESSAR DEVELOPERS-1.7875 Dec
2	Mr Mohitosh Modak	ESSAR DEVELOPERS-1.7875 Dec
3	Smt Maya Das	ESSAR DEVELOPERS-1.7875 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Gopal Modak	ESSAR DEVELOPERS-1.78826 Dec
2	Mr Mohitosh Modak	ESSAR DEVELOPERS-1.78826 Dec
3	Smt Maya Das	ESSAR DEVELOPERS-1.78826 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Gopal Modak	ESSAR DEVELOPERS-666.66666700 Sq Ft
2	Mr Mohitosh Modak	ESSAR DEVELOPERS-666.66666700 Sq Ft
3	Smt Maya Das	ESSAR DEVELOPERS-666.66666700 Sq Ft

Land Details as per Land Record

District: North 24-Parganas P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Bahuchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:63 Pin Code : 700114

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1174, LR Khatian No:- 1360	Owner:মোহাই দাস মোদক, Gurdian:সহকারী, Address:নিক Classification:বাড়ী, Area:0.02000000 Acre.	Owner Name not selected by applicant.



District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Ramchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:64 Pin Code : 700114

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 1174/1839, LR Khatian No:- 2051	Owner:শ্রীমতি জোতলা মোদক, Gurdian:মাধাই মোদক, Address:রাজরাম চাঁদ ঘাট রোড পানিহাটি, Classification:ভাঙ্গা.	Owner Name not selected by applicant.

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Ramchandra Ghat Road, Mouza: Panihati, Ward No: 4, Holding No:65 Pin Code : 700114

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L3	LR Plot No:- 1173, LR Khatian No:- 946	Owner:নিতাই চরণ গাধু খাঁ, Gurdian:আমল্য ধন, Address:নিতাই Classification:দোকান,	Owner Name not selected by applicant.



On 22-09-2021

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 14:30 hrs on 22-09-2021, at the Office of the A.D.S.R. SODEPUR by Mr Gopal Modak , one of the Executants.

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 1,21,31,796/-

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

Execution is admitted on 22/09/2021 by 1. Mr Gopal Modak, Son of Late Madhai Modak, Raja Ramchandghat Road, P.O: Panihati, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession Business, 2. Mr Mohitosh Mocar, Son of Late Madhai Modak, Raja Ramchandghat Road, P.O: Panihati, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession Business, 3. Smt Maya Das, Wife of Mr Shyamal Das, 4, Jahura Bazar Lane, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife Identified by Mr Preetam Das, , Son of Late P Lal Das, Anandalok, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Business

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

Execution is admitted on 22-09-2021 by Mr RAJA DUTTA, Partner, ESSAR DEVELOPERS, 4 No. D.B. Nagar, R.N. Tagore Road, City:- Panihati, , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110

Identified by Mr Preetam Das, , Son of Late P Lal Das, Anandalok, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Business

Execution is admitted on 22-09-2021 by Mr SUDIPTA SEN, Partner, ESSAR DEVELOPERS, 4 No. D.B. Nagar, R.N. Tagore Road, City:- Panihati, , P.O:- Sodepur, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700110

Identified by Mr Preetam Das, , Son of Late P Lal Das, Anandalok, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 21/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1999, Amount: Rs.100/-, Date of Purchase: 10/09/2021, Vendor name: SOMA BHOWMICK



Amrita Chakravorti
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2021, Page from 249032 to 249074

being No 152406238 for the year 2021.



Digitally signed by AMRITA
CHAKRAVORTI
Date: 2021.09.23 16:54:53 +05:30
Reason: Digital Signing of Deed.

(Amrita Chakravorti) 2021/09/23 04:54:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)