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A.D.S.R. Durgert

AF 298790

05 JUN 3923

## **DEVELOPMENT POWER OF ATTORNEY**

### AFTER DEVELOPMENT AGREEMENT

Ref. Registered Deed No. I - 230604361 / 2023 before A.D.S.R. Durgapur

BY THIS DEVELOPMENT POWER OF ATTORNEY AFTER DEVELOPMENT AGREEMENT made on the 29th day of May, 2023 before Additional District Sub-Registrar Office, Durgapur.

Page 1 of 8

Sold to Manali Construction
Address DCIRCO
Value of Stamp
Date of Purchase of the Stamp
Paper from Treasury
Name of the Treasury from where
Purchase:-Durgapur

Ram Prasad Banerjee

A.D.S.R. Office, Durgapur-16
Licence 180-1803

Addi. Dist. Sub-Registrar Overgepur, Paschon Bardhaman

05 JUN 1928

KNOWN ALL MEN BY THIS PRESENTS that I,

Mr. NIRMAL KUMAR MONDAL [PAN - AJLPM1464E & Aadhaar - 5922 3998 1730], Son of Late Jatadhari Mondal, by faith - Hindu, by occupation Business, Residing at Bhiringi Mondal Para, Benachity, P.O. - Durgapur - 713213, P.S. - Durgapur, District - Paschim Bardhaman; State - West Bengal;

do here by nominate constitute and appoints

MANALI CONSTRUCTION [ PAN No. - ANGPD2521C,], having its Registered Office at B/19, Arvil Park, Fuljhore, Holding No. 54/N, P.O. - Durgapur, P.S. - New Township, District - Paschim Bardhaman, PIN Code - 713206, State - West Bengal, India; Head office at Sonamukhi, P.S. - Sonamukhi, District - Bankura, PIN Code - 722207; being represented by its sole proprietor Sri SHYAMAL DUTTA [ PAN No. - ANGPD2521C & Aadhaar - 6527 8942 2637], Son of Late Shanti Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at 11/35, SEPCO Township, B-zone, Near Kali Mandir, P.O. & P.S. - Durgapur, District - Paschim Bardhaman, PIN Code - 713205, State - West Bengal, India; as my true lawful attorney in my name and on my behalf to do execute, and performed all or any of the following acts, deeds and things related to my property described in the schedule below as I am unable to look after and manage the same.

WHEREAS I am the recorded owner and absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of Land situated at

District

Paschim Bardhaman formerly Burdwan

A.D.S.R

Durgapur

Thana (Police Station)

Durgapur

Married also all ton

Durgapur Municipal Corporation

Municipality

Bhiringi

Mouza J.L. No

Ditti

PIN Code:

119,

:

713213

Sch	Dlot	Plot Khatian Land Use		Vhatian		Deed No /year	
No.	Number	Number	Propo- sed	ROR	Area of Land	Registration Office	Land Owner
L1	L.R 2285 (R.S3064)	LR - 6453	Bastu	Baid	0.16 Acre or 16 Decimal	Gift Deed No.= I - 6356 dated 24.09.1987 ADSR Durgapur	Mr. Nirmal Kumar Mondal
	GRAND TOTA	AL:			0.16 Acre or 16 Decimal		

in the below mentioned Schedule Property and more particularly described in the Schedule hereunder written.

AND WHEREAS a Registered Development Agreement or Construction Agreement with the Builder or the said joint venture agreement has already been registered before Additional District Sub Registrar Office, Durgapur on 16<sup>th</sup> day of May, 2023 vide Registered Book – I, Volume No. 2306-2023, Page No. from 74386 to 74414, Serial No. – 2306004390/2023, being Deed No. I - 230604361 for the year 2023.

AND WHEREAS due to my pre-occupation and other limitations it is not possible for me to ensure personal attendance of my in all occasion to complete the formalities in related to my property described in the schedule below and as such, I have decided to execute this **Development Power of Attorney** After Development Agreement in favour of **MANALI CONSTRUCTION** as aforesaid.

NOW THEREFORE BY THIS DEVELOPMENT POWER OF ATTORNEY, I do here by authorized and empowered my said constitute lawful attorney to do and execute the following acts, deeds or things for me and on my behalf and in my names;

- To develop and sell buildings consisting of flats for residential purpose in the said schedule property except owner's allocation which is elaborately mentioned in the said Development Agreement and the Developers agrees to the name of the proposed Multistoried Building Complex / Apartment commonly known as "HARA KUSUM APARTMENT PHASE - XII".
- To prepare plans for development of the said property and to submit the same to Durgapur municipal Corporation and other concerned authorities for obtaining approval to the same and any amendments thereto.
- To approach all concerned authorities under the urban land ceiling (Regulation) Act 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property.
- 4. To in consideration of the Land Owner granting exclusive rights to the Developer under this Agreement, except the Owner's allocation which is elaborately mentioned in the said Development Agreement.
- 5. To approach, appear, represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Department, Municipal Corporation, Municipality, Town planning Department and other concerned authorities in connection with the development, Construction, sale of Apartments except owner's allocation and Management thereof.
- To enter upon the land and premises with men and materials and to do all things
  necessary for and constructing the multistoried building and to apply for and obtain
  from the authorities concerned permits for cement, steel and other materials, water

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- supply, electricity connection and all other things necessary for the carrying out the said construction work.
- 7. To apply for and obtain electricity and water connection from the WBSEDCL and/or WBSEB Ltd. and / or DPL and / or DVC and /or Durgapur Municipal Corporation and to execute the necessary cooperation lease agreement in respect of a portion of the said premises for installation of electrical equipment for supply to the entire apartment buildings and install separate meters for each apartment / Flat.
- 8. To enter into agreement for sale of the flats or apartments to be constructed at the said premises on ownership basis except owner's allocation which is elaborately mentioned in the said Development Agreement and to take advance in respect thereof, give possession and execute conveyance or conveyances as and when necessary on such terms and conditions as the Attorney may think proper and in connection with the law and for this purpose to obtain the necessary permission, NO OBJECTION CERTIFICATE or clearance from the authorities concerned and to get the documents, agreements, conveyances and to do all things in construction thereof.
- 9. To sign, execute, admits, execution of any present for registration and register Sale Deeds, Release Deed, Mortgage Deed and all deed of conveyance or conveyances or any agreement on my behalf in respect of sale of flats except owner's allocation which is elaborately mentioned in the said Development Agreement.
- 10. To apply for and obtain NO OBJECTION CERTIFICATE permission or sanction for carrying out the construction of the said buildings, completion thereof, exemption Certificate, completion certificate and occupation certificate in respect of the said multistoried apartment buildings from the Government Authority or Department as well as Municipality.
- 11. To insure the property all risks such as fire, tempest riots civil commotion, malicious acts, explosions, bombs, short-circuits, bursting of gas cylinders and floods, earthquakes or otherwise causing any damage to the building or any portion thereof the full value of the multistoried buildings and other assets and therein as the Attorney may think proper.
- 12. To ask, receive and realize from all occupiers or purchasers of flats, charges, expanses, rates, cases and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realization thereof.
- 13. To accept writ or summons or other legal processes or notices, appear before any officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent me in connection there with file appeals or revision or representation and appoint Advocates and lawyers to appear act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises except the owner's allocation.

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- 14. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petition in connection with any suit proceeding, appeal, revision, review petition before any officer Authority, Court, Tribunal, Magistrate or any other person for and on behalf of me (land owner) in connection to development project.
- 15. To receive from any person, office, authority, Court, Tribunal or any documents, money or other things give release and receipt thereof.
- 16. To enter in to any agreement for sale, memorandum of understanding, deed conveyance and/or any other instrument and document in respect of flat/s, units and /or car parking spaces within Developer's Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by me (the owner) in terms of the Agreement for Development. To take financer/ loan in the name of the Authority and/or any nominated purchaser or purchasers of the attorney from any financial concern by depositing and mortgaging flat/ flats/ shops from Developer's allocation and to sign in the papers and documents for the said purpose.
- 17. To receive the consideration money in cash or by cheque/draft in the name of attorney from the intending purchaser or purchasers for sale or booking of flat/s or units or car parking spaces except owner's allocation and shall grant receipts and to give full discharge to the purchaser/s as lawful representative.
- 18. To execute necessary Deed of Conveyance in favour of the intending purchasers for flat/ flats/ garage/ car spaces within the Developer's allocation by putting signature on behalf of me and also to receive full and final consideration of the flat/ flats/ garage / car spaces within the Developer's allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorney.
- 19. To instruct the Advocate/lawyer for preparing and/or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in their agreement as may be necessary for the purpose for sale of the flats/unit parking spaces in the said building over and above the said premises except owner's allocation which is elaborately mentioned in the said Development Agreement.
- 20. Generally to do and perform all acts, deeds, things, matters, necessary for all or any the aforesaid purpose and to give full effect thereof.
- 21. To do all other acts, deeds, matters and things which be necessary for me to be done for rendering these presents valid and effectual to all intents and purpose.
- 22. To performing and carrying out these presents I do hereby grant unto the said authority full and absolute authority and power to substitute and appoint in its place and stead one or more attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to

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time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.

- 23. To amalgamate the said schedule property of the Land Owner and adjoining land of other land owners with a view to merge a vast plot of land for the construction of a superstructure as per approved Plan of the Project namely "HARA KUSUM APARTMENT - XII".
- 24. I do hereby declare that the powers and authorities hereby granted and the said property is fully and properly developed as per agreement for development and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning. However no right title of the schedule mentioned property transferred by virtue of this power of Attorney.
- 25. I do hereby further declare that no right, title of the scheduled property is transferred by virtue of this power of attorney.
- 26. REVOCATION: I (the Land Owner or Vendor) have or shall have every right to revoke and/or rescind this Development Power of Attorney after completion of all individual Sale Deed registration of the intending buyer(s) or purchaser(s) of Flat Owners of the said multistoried building complex on the below mention Schedule

The Attorney has every right to revoke and/or rescind this power of Attorney if due to litigation in land, the Attorney as well as Developer could not able to start construction work and for the same the Developer as well as Attorney has to give one month clear notice to me.

AND I, THE ABOVENAMED DO HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever act or acts my said attorneys shall do in relation to the premises under the power in my behalf and shall lawfully do or cause to be done executed and performed in connection with related to develop the said schedule property or the schedule premises either jointly and/or severally aforesaid by virtue of this Development Power Attorney and I do hereby declare that I shall not to do anything inconsistent with the Development Power of Attorney.

AND all acts, deeds and things done lawfully by my said attorney and it will be constructed as acts deeds and things done by me as I am personally present, I, the executant do hereby agree to ratify and confirm by virtue of the power hereby given.

## FIRST SCHEDULE ABOVE REFERRED TO:

(LAND)

All that piece and parcel of land situated at

Chr. L.

District

: Paschim Bardhaman formerly Burdwan

A.D.S.R

Durgapur

Thana (Police Station)

Durgapur

Municipality

**Durgapur Municipal Corporation** 

Mouza

: Bhiringi

J.L. No

: 119,

PIN Code:

713213

Sch	Plot	Khatian	Land Use		4	Deed No /year	T-m-1	
No.	Number	Number	Propo- sed	ROR	Area of Land	Registration Office	Land Owner	
L1	L.R 2285 (R.S3064)	LR - 6453	Bastu	Baid	0.16 Acre or 16 Decimal	Gift Deed No.= I - 6356 dated 24.09.1987 before ADSR Durgapur	Mr. Nirmal Kumar Mondal	
	GRAND TOTAL:				0.16 Acre or 16 Decimal			

within the limits of Durgapur Municipal Corporation and butted & bounded of follows:

On the North

Plot of Subhasish Roy

On the South

30 feet wide Ambagan Road

On the East

16 feet wide Road

On the West

Plot of Kuntal Mondal & Koushik Mondal

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the Executant and the Lawful Attorney are attested in additional pages in this deed being nos. 1(A) i.e. in total 1 number of page and these will be treated as a part of this Deed of Development Power of Attorney.

IN WITNESSES WHEREOF I, the Executant & lawful attorney and parties to those presents have hereto set and subscribed their respective hands and seals as aforesaid this at Additional District Sub-Registry Office, Durgapur on the date, month and year hereinabove first above written.

Page 7 of 8

Mismal uma Mendo.

Signature of the Executant

(Mr. NIRMAL KUMAR MONDAL)

Manali Construction

Proprietor

Signature of the Attorney

(Sri SHYAMAL DUTTA, proprietor of MANALI CONSTRUCTION)

WITNESS In presence of:

## 1. Mr. NIMAI CHANDRA DAS

Himai chambra (de)

Son of Lat Tarapada Das,

Residing at Village - Gourbazar,

P.O. - Gourbazar, PIN - 713381, P.S. - Faridpur,

District - Paschim Bardhaman; State - West Bengal;

## 2. Mrs. MANIKA MONDAL

Manika Mondal

Wife of Mr. Nirmal Kumar Mondal, Residing at

Bhiringi Mondal Para, Benachity,

P.O. - Durgapur - 713213, P.S. - Durgapur,

District - Paschim Bardhaman; State - West Bengal;

Drafted & printed at my office as per the instruction of the executant and to peruse the records & documents and I read over & explained in mother language to all parties to this deed and the executant admit that the same has been correctly written as per his instruction.

(JAYANTA SARKAR)

Advocate,

District Court of Paschim Bardhaman & Durgapur Court.

Enrolment No. = WB/65/1992 of West Bengal Bar Council.

# FINGER PRINTS FOR THE PARTIES

MANAGE .	)				РНОТО
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Thumb	Index Finger	Middle Finger	Ring Finger	Little finger	
AND THE STATE OF T	1				
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## Major Information of the Deed

Deed No :	I-2306-05154/2023	Date of Registration	05/06/2023	
Query No / Year	2306-8001352142/2023	Office where deed is registered		
Query Date 26/05/2023 11:58:41 AM		A.D.S.R. DURGAPUR, District: Paschim Bardhaman		
Applicant Name, Address & Other Details	Jayanta Sarkar Durgapur Court,Thana : Durgapur, D Mobile No. : 9434188798, Status :Ad		un, WEST BENGAL,	
Transaction		Additional Transaction		
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered			
Set Forth value		Market Value		
	- LALANCE	Rs. 1,05,59,995/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 50/- (Article:48(g))		Rs. 7/- (Article:E)		
Remarks	Development Power of Attorney after No/Year]:- 230604361/2023 Receiv issuing the assement slip.(Urban are	ed Rs. 50/- (FIFTY only) t		

### Land Details:

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Ambagan Road, Mouza: Viringi, Pin Code: 71323

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-2285 (RS :- )	LR-6453	Bastu	Baid	16 Dec		1,05,59,995/-	Width of Approach Road: 46 Ft., Adjacent to Metal Road,
	Grand	Total:		1	16Dec	0 /-	105,59,995 /-	

## Principal Details:

Name	Photo	Finger Print	Signature
Mr NIRMAL KUMAR MONDAL (Presentant) Son of Jatadhari Mondal Executed by: Self, Date of Execution: 29/05/2023 , Admitted by: Self, Date of Admission: 05/06/2023 ,Place : Office		A STATE OF THE STA	None - muso.
3 33	05/06/2023	LTI 05/06/2023	05/06/2023
Bhiringi, Mondal Para,Benach Bardhaman, West Bengal, In Citizen of: India, PAN No.:: A	nity,, City:- Du dia, PIN:- 713	urgapur, P.O:- Durg 3213 Sex: Male, By	gapur, P.S:-Durgapur, Dist Caste: Hindu, Occupation

Attorney Details:

SI No	Name, Address, Photo, Finger print and Signature
322	MANALI CONSTRUCTION  B/ 19, Arvil Park, Fuljhore, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206, PAN No.:: ANxxxxxx1C, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

, Admitted by: Self, Date of Admission: 05/06/2023 ,Place: Office

## Representative Details:

1	Name	Photo	Finger Print	Signature			
	Mr SHYAMAL DUTTA Son of Late Shanti Ranjan Dutta Date of Execution - 29/05/2023, Admitted by: Self, Date of Admission: 05/06/2023, Place of Admission of Execution: Office			sly Die			
		Jun 5 2023 3:10PM	LTI 05/06/2023	05/06/2023			
E	11/35, SEPCO Township, B-Zone,, City:- Durgapur, P.O:- Durgapur, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxxx1C, Aadhaar No: 65xxxxxxxxx2637 Status: Representative,						

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr NIMAI CHANDRA DAS Son of Late TARAPADA DAS Village:- GOURBAZAR, P.O:- GOURBAZAR, P.S:-Faridpur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713377			mini a-)m con
	05/06/2023	05/06/2023	05/06/2023

Trans	fer of property for L1			undi)
SI.No	From	To. with area (Name-Area)		
1	Mr NIRMAL KUMAR MONDAL	MANALI CONSTRUCTION-16 Dec		

## Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Ambagan Road, Mouza: Viringi, Pin Code: 71323

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 2285, LR Khatian No:- 6453		Seller is not the recorded Owner as per Applicant.

#### Endorsement For Deed Number: 1 - 230605154 / 2023

#### On 29-05-2023

#### 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 1.05,59,995/-

Cantanhel

Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

#### On 05-06-2023

#### 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 12:29 hrs on 05-06-2023, at the Office of the A.D.S.R. DURGAPUR by Mr NIRMAL KUMAR MONDAL, Executant.

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

Execution is admitted on 05/06/2023 by Mr NIRMAL KUMAR MONDAL, Son of Jatadhari Mondal, Bhiringi, Mondal Para, Benachity,, P.O: Durgapur, Thana: Durgapur,, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713213, by caste Hindu, by Profession Business

Indetified by Mr NIMAI CHANDRA DAS, , . Son of Late TARAPADA DAS, P.O: GOURBAZAR, Thana: Faridpur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713377, by caste Hindu, by profession Others

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

Execution is admitted on 05-06-2023 by Mr SHYAMAL DUTTA, PROPRIETOR, MANALI CONSTRUCTION, B/ 19, Arvil Park, Fuljhore, City:- Durgapur, P.O:- Durgapur, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713206

Indetified by Mr NIMAI CHANDRA DAS, , , Son of Late TARAPADA DAS, P.O: GOURBAZAR, Thana: Faridpur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713377, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 7.00/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 3161, Amount: Rs.50.00/-, Date of Purchase; 30/01/2023, Vendor name: RAM PRASAD BANERJEE

faritandel

Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 87626 to 87640 being No 230605154 for the year 2023.



Digitally signed by SANTANU PAL Date: 2023.06.06 15:31:23 +05:30 Reason: Digital Signing of Deed.

Jantamfel

(Santanu Pal) 2023/06/06 03:31:23 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)