



पश्चिम बंगाल WEST BENGAL

AE 411322



**POWER OF ATTORNEY BY LANDLORDS IN FAVOUR OF DEVELOPERS**

Solemnly affirmed  
& declared before me  
on Identification.

Affirm before Notary  
Sub-Division of Bankura Sadar  
Bankura  
DIPAK PAL  
Notary  
Govt of West Bengal  
Sub-Division of Bankura Sadar  
Regd. No.-186/2022  
Expire date-21/03/2028



**KNOW ALL MEN BY THESE PRESENTS, WE,**

(1) Sri Bipul Bhattacharya, Son of – Late Madhusudan Bhattacharya, by faith – Hindu, Citizenship – Indian, by occupation – Business, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan,

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ক্রমিক নং-..... ১১৭৫

ইং তারিখ..... ২২-৬-২০২৩

নাম..... Sri Lakshmi Banilal dars      Lakshmi Banilal dars

বাসস্থান..... Dumukur

থানা..... Rmk St P. Baran

মুদ্রা..... ৫০/- *aludufm*

শ্রী দেবদাস মুখার্জী  
বিকুল্লা সদর সচিব ডেপুটি



(2) Smt. Mohali Bhattacharjee, Wife of – Sri Kuntal Bhattacharjee, Daughter of – Bimal Banerjee, by faith – Hindu, Citizenship – Indian, by occupation – Business, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan.

(3) Sri Debashis Shyam, Son of – Sri Lakshmikanta Shyam, by faith – Hindu, Citizenship – Indian, by occupation – Service, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan.

(4) Sri Santanu Mondal, Son of – Dayamoy Mondal, by faith – Hindu, Citizenship – Indian, by occupation – Service, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan.

**SEND GREETINGS as follows:**

**WHEREAS** I absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 18.25 decimal land having present classification as ‘Danga’ useable as ‘Bastu’ in RS plot no. 238 corresponding to LR plot no. 556 splitted in LR ror as 05 decimal under LR Kh no. 3961, 05 decimal under LR Kh no. 3962, 5.25 decimal under LR Kh no. 3963 & 03 decimal under LR Kh no. 3964 of Turki Sitarampur Mouza having JL no.100 under P.S. - Bishnupur & Dist - Bankura - as more particularly described in the Schedule hereunder written.

**AND WHEREAS** a of Development Agreement, has been executed by us as owner of the ONE PART with the Partnership Firm Shree Laxmi Builders & Developers, a Partnership firm, having its office at Bamunara under P.S. – Kaksa within Paschim Burdwan; to construct multistoried building over and upon the schedule below property;

**AND WHEREAS** in accordance to mutual consent and understanding the Development agreement executed, which has duly been registered at office of DSR, Bankura being no. 010102142 of the year 2023.



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**AND WHEREAS** in pursuance of the said Development agreement, we have handed over physical possession of the said property to the developer upon which the developer should continue their possession and do development work lawfully.

**AND WHEREAS** we are granting Power of Attorney through this instrument in favour of developer to enable them to set the plans sanctioned by the appropriate authority and to start construction on the said land, along with authority to sell the developer's allocated units and to do all other acts and things, which we have agreed to do.

**NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT** We, **(1) Sri Bipul Bhattacharya**, Son of – Late Madhusudan Bhattacharya, by faith – Hindu, Citizenship – Indian, by occupation – Business, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan, **(2) Smt. Mohali Bhattacharjee**, Wife of – Sri Kuntal Bhattacharjee, Daughter of – Bimal Banerjee, by faith – Hindu, Citizenship – Indian, by occupation – Business, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan, **(3) Sri Debashis Shyam**, Son of – Sri Lakshmikanta Shyam, by faith – Hindu, Citizenship – Indian, by occupation – Service, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan. **(4) Sri Santanu Mondal**, Son of – Dayamoy Mondal, by faith – Hindu, Citizenship – Indian, by occupation – Service, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan, do hereby nominate, constitute and appoint **Shree Laxmi Builders & Developers**, a partnership firm, having its office at Village & P.O. - Bamunara under P.S. – Kaksa within Dist – Paschim Bardhaman – hereby representing for and on behalf of the partnership firm as well as all its partners through two of its managing partners **(1) Sri Kuntal Bhattacharjee**, son of – Bamadas Bhattacharjee, by religion – Indian Hindu, by occupation – Business, having residence at – Bamunara, under



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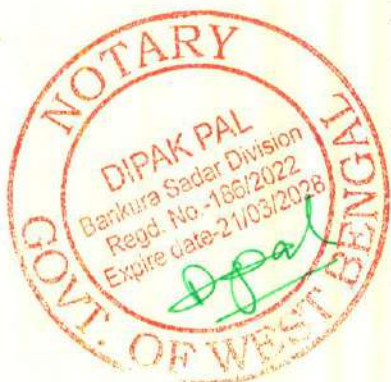
P.O. – Bamunara, P.S. – Kanksa, Dist – Burdwan AND (2) **Sri Bipul Bhattacharya**, Son of – Late Madhusudan Bhattacharya, by faith – Hindu, Citizenship – Indian, by occupation – Business, having residence at – Bamunara, P.O. – Bamunara, P.S. – Kaksha, Dist – Paschim Burdwan, as my Attorney, to act as my true and lawful attorney in my name and on my behalf to do all and/or execute all or any of the following acts, deeds, matters and things for me and on my behalf and in my name:-

1. To sanction plan from competent authority for constructing multistoried apartment over and upon the schedule below plot of land.
2. To construct multistoried apartment over and upon the schedule below plot of land.
3. To develop the buildings consisting of multistoried building up to maximum limit in the said property.
4. To apply, for permission/exemption from the Competent Authority, from any authority/ authorities under the provisions of law by putting signature on my behalf.
5. To make and prepare and/or cause to be made and prepared at their entire cost all such layout, sub-division, plans, specifications and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of my said Attorney(s) for the purpose of constructing the buildings on the said property to Panchayat/ Municipality and/or any other Concerned Authority and/or Government of West Bengal and/or Local Bodies and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of my said attorney and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the proposed buildings sanctioned by the Panchayat/ Municipal and other authorities.



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6. To pay and discharge all ground rent, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said property from the date of the said agreement onwards.
7. To commence, carry out and complete and/or cause to be commenced and completed, construction work at their entire cost on the said property in accordance with the sanctioned plans and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations, which are made by the Government of West Bengal and/or Panchayat or Municipality and/or Town Planning Authorities and/or Collector and/or any other Competent Authority or authorities for the time being are strictly observed.
8. To invite tenders and offer for the purpose of construction of one or more buildings or structures on the said property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorneys may in his/their absolute discretion deem fit, to give the construction contract to such person(s) as my said attorneys may deem fit and proper and to get all such buildings or structures duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of the said property wholly, partly or in stages and for constructions of buildings or structures thereon and/or furnishing the premises therein as the said attorneys may in his/their absolute discretion deem fit and to pay the cost of construction and development of the said buildings or structures and furnishing of the premises to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the buildings or structures on the said property on such terms and conditions as my/our said attorneys may in his/their absolute discretion deem fit and proper.



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9. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and all its departments, the Municipality and/or City Survey Officer and/or Police Authorities for the time being in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried out on the said property and any other matters pertaining to the said property.

10. To deal and correspond with Municipality/Zilla Parisad/ Panchayat/ other appropriate authority including all its Departments or officers or any other officers or Authorities in connection with or relating to or to the said property hereunder and in particular to do the following acts, deeds, matters and things viz.:

(a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as my said Attorney(s) may require;

(b) To apply for and obtain the occupation and/or completion certificates in respect of the buildings to be constructed and completed on the said property;

(c) To deal with the Municipality/ Panchayat/ Zilla Parisad or any other concerning authority and to get the assessment from the authority of the said property.

11. To appear and represent me before any and all concerned authorities and parties as may be necessarily required and/or advisable in the sole discretion of my said Attorney for or in connection with the development of the said property and to make such agreements arrived at such arrangement as may be conducive to the development work and completing the same.

12. To enter upon property at any time, affix board, put the barbed wire fencing or construct a compound wall on the said property or any portion thereof as per demarcation thereof and to make all payments for getting the work done.



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13. To represent before the public, local and/or private authorities in respect of the development of the property and to make such of the actions and things as may be necessary for effectually commencing the said development work and completing the same.

14. To deal with the correspondence with the Electric department and others for obtaining electric connection including execution of lease deed in respect of any portion of the said property for the purpose of enabling the Electric Supply to put up and erect an electric sub-station for the supply of electricity to the buildings that may be constructed on the said property and for that purpose to sign, all letters, applications, undertakings, terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

15. To empower on my behalf and in my name and to represent my interest before the City Survey Authorities, Land Record Authorities, Collector of land Revenue and Assessors of Municipal/ Panchayat Rates and Taxes, Town Planning Authorities, Commissioner of Police and Panchayat/ Municipality and other officers for the grant of the licences or permits or for any other purpose or renewal thereof as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whosoever.

16. To make applications for connections, electric supply and other incidental requirements which may be required for the purpose of development of the aforesaid property.

17. To ask, demand, sue for, enforce payment or/and recover and receive and give effectual receipt and discharge from any person or persons, rents and/or compensation and/or mesne, profits in respect of the said property which now are or which at any time or times hereafter may become due and payable to me.

18. To apply for refund of deposits made or to be made with the Municipality, Panchayat/ Zilla Parisad, State Electricity Board and other concerned Authorities and receive the said refunds.



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19. To nominate, appoint, engage and authorize solicitors, advocates, Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Contractors, Sub- Contractors and other professional agents and to sign and give warrants or vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remuneration including special fees and charges.

20. To make, sign and submit applications, petitions, letters and writing appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or any other authorities for all and any licences, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development of the said property.

21. In connection with or relating to the said property to take action against person or tenants, occupiers, etc. if any, in any court, to represent me in any Court of law and to sign all applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on my behalf from time to time be found necessary, proper and/or enter into any agreement relating to said development of property or to refer the same to arbitration or to otherwise deal with the same as effectively to all intents and purposes aforesaid to appoint Advocates(s), Solicitors and Counsel and to sign vakalatnama and/or authorisations on my behalf, but at their entire risk as to costs.

22. In case the said property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or



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requisitioning authorities and to accept service of any writ, summons or other legal proceedings or motion and to appear and represent my in any court and before all magistrates, judges, judicial officers and other authorities and tribunals whatsoever as by the said attorney's shall be thought advisable and to commence and continue any suit, petitions, actions or any other proceedings in any court of law and before any public officers or tribunals for receiving compensation for acquisition, requisition, reservation and/or relief for de-acquisition or de-requisitioning or de-reservation or otherwise whatsoever.

23. To make application to the authorities of the Municipality, Panchayat/ Zilla Parisad and such other private and public authorities for making availability of water, electricity, etc. on the said property that may be required for commencing the development work and to complete the same and for that to execute necessary writings including undertakings.

24. To make applications to the government or semi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary writings including undertakings and bonds and to furnish necessary deposits for the same.

25. To manage the said property written hereunder and to take such of the steps as may be necessary to manage the said property till the time of completion of the said development.

26. To evict or take possession of the said property in occupation of the tenants, occupants or trespassers, if any in the said property or any part thereof and to take all steps in that behalf such as negotiation, settlement, compromise or make agreements to get their rights surrendered and extinguished and also to create tenants of such duration as my attorney(s) shall deem fit either in my name or in the name of my attorneys and to collect and receive rents.



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27. To mortgage the said property or any part thereof in favour of any bank(s) or other financial institutions in such a manner as the attorneys think fit and proper for obtaining a loan by the attorneys and also to execute necessary deeds, affidavits, indemnity bonds or other relevant documents for creation of mortgage or charge on the said property, as the attorneys think fit.

28. To sign and execute all papers, correspondence and all other deeds and assurances and documents of any kind whatsoever which I myself could have done for the completion of the said development work.

29. To attend and to represent me before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Panchayat, Public or other officers including those of Income-tax as occasion shall arise for any purpose connected with the said development work.

30. To do any act, deed or thing, as my said Attorney(s) may deem fit and proper and necessary in the best interest of myself and in the best interest of the said property.

31. To do all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes in the best interest of the said property.

32. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time, at their own cost.

33. To advertise in the newspapers for the sale of individual units of developer's allocation out of apartment building to be constructed upon the schedule below property and to enter into agreements for the sale with the prospective purchasers in respect of such flats/ units of developer's allocation by fixing price or consideration and upon such terms and conditions as my said Attorney(s) shall deem fit and proper for the same,



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receive advance in respect of developer's allocated portion and also to execute all such writings as may be necessary, and execute Agreements for sale in respect of the developer's allocated units and to do all such necessary acts and things as may be necessary or proper in that behalf.

34. Subject to fulfillment of obligations under the said agreement of development, through this power to attorney my appointed attorney hereby authorized to receive consideration in respect of developer's allocated units from the prospective buyers, sign and execute deed of sale to transfer developers allocated units to prospective buyer and for completion of sale for me and on my behalf present any such conveyance(s) or deed of sale for registration, to admit execution and receiving of consideration before the Sub-Registrar having authority for and to have the said conveyance(s) registered and to do all acts, things and deeds, which my said Attorney(s) shall consider necessary for conveying the developer's allocated unit to the purchaser or their nominee or nominees as fully and effectively in all respect as my empowered and authorized attorney.

35. To apply for no-objection certificate or necessary permissions from the Panchayat, Zilla Parisad, Municipality, Fire Brigade Department or any other authority for occupying the building and to do all acts, deeds or things for the said purpose.

36. To sign declarations as may be required under section 269UC Of the Income-tax Act, 1961 and application under section 230A(I) of Income-tax Act, 1961 and to appear before any tax authority on our behalf to do all the acts, deeds, matters and things necessary for obtaining certificates under the Income-tax Act, 1961.

37. To sign, forms, documents and writing as may be require for the time being.



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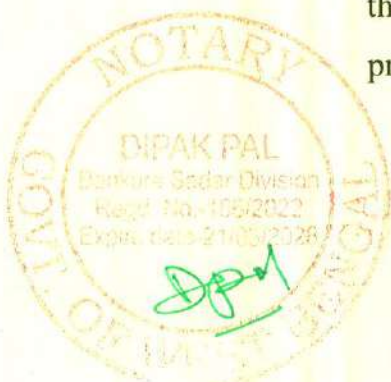
38. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as my attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in his or their place and I hereby agree at all times to ratify and confirm whatever my attorneys or any such substitutes or substitute shall lawfully do or cause to be done in or about the said properties and even in case of demise of me my heirs and successors-in-title or administrators and assigns shall remain bound to reconstitute my said attorney or their nominees with such powers as per their directions.

39. And to do everything whatever which may be at the sole discretion of my said Attorney(s) deemed fit, or expedient for development of the said property and which I myself could do if personally present and as if this power had not been executed.

40. And generally to do and cause to be done all acts, deeds, matters and things as my said Attorney(s) shall think fit and proper for the purpose of completion of the project as per development agreed.

41. Upon the death or incapacity of any of the Executants , it shall be the responsibility of my successors and legal heirs to make additional power of attorney to that effect.

**42. AND WE THE ABOVENAMED HEREBY AGREE AND UNDERTAKE** to ratify and confirm all and whatsoever the said attorney under the power in that behalf and shall lawfully do or cause to be done in the premises either jointly and/or severally aforesaid by virtue of these presents.



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IN WITNESS WHERE OF we have hereunto set and subscribed our hands at Bankura on the 22nd day of June of the year 2023.

SCHEDULE

ALL THAT the piece and parcel of land measuring 18.25 decimal land having present classification as 'Danga' useable as 'Bastu' in RS plot no. 238 corresponding to LR plot no. 556 splitted in LR ror as 05 decimal under LR Kh no. 3961, 05 decimal under LR Kh no. 3962, 5.25 decimal under LR Kh no. 3963 & 03 decimal under LR Kh no. 3964 of Turki Sitarampur Mouza having JL no.100 under P.S. - Bishnupur & Dist - Bankura - which is butted and bounded by - North – Rest portion of the Same plot of land, South – Property of Turki Asram, East – 12 ft wide road, West – Property of Bankim Lohar – Which is appertain to Development Agreement registered at office of DSR, Bankura being no. 010102142 of the year 2023.

WITNESS

1) Anisban Mondal  
S/O - Mr. Asit Baran Mondal  
Sadhudanga, Sargapur - 713201,  
P.O +

1. Bipul Bhattacharya
2. Mohali Bhattacharyee
3. Debash Saha
4. Santanu Mondal

Signature of the principal

SHREE LAXMI BUILDERS AND DEVELOPERS

SHREE LAXMI BUILDERS AND DEVELOPERS  
Bipul Bhattacharya

Kuntal Bhattacharyee

Partner

Partner

Signature of the Attorney

Dipak Pal 22.6.23

DIPAK PAL  
Notary  
Govt. of West Bengal  
Sub-Division of Bankura Sadar  
Regd. No.-186/2022  
Expire date-21/03/2028



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