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AK 591257



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BEFORE THE NOTARY PUBLIC
BARASAT, NORTH 24 PARGANAS

REG. NO. BC324

DATE 03 AUG 2023

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, 1. SRI GORA CHAND BASAK, PAN- AEAPB6828F, S/o- Late Anil Kumar Basak, residing Surendra Nath Colony, Nabapally, P.O- Nabapally, P.S- Barasat, Dist. North 24 Parganas, Kolkata- 700126, 2. SRI SANKAR CHANDRA MONDAL, PAN-AFSPM9713P, S/o- Late Kalipada Mondal, residing at Noapara Kalibari Road, P.O. & P.S.- Barasat, Dist. North 24 Parganas, Kolkata- 700124, both by nationality- Indian, by faith- Hindu, by Occupation- Business, herein after called and referred



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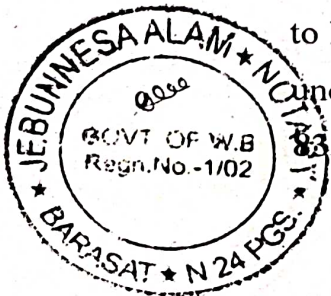
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to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

1. **SRI GORACH AND BASAK**, PAN- AEAPB6828F, S/o- Late Anil Kumar Basak, residing Surendra Nath Colony, Nabapally, P.O- Nabapally, P.S- Barasat, Dist. North 24 Parganas, Kolkata- 700126,
2. **SRI SANKAR CHANDRA MONDAL**, PAN-AFSPM9713P, S/o- Late Kalipada Mondal, residing at Noapara Kalibari Road, P.O. & P.S.- Barasat, Dist. North 24 Parganas, Kolkata- 700124, both by nationality- Indian, by faith- Hindu, by occupation- Business, partners of **SHYAM SUNDAR CONSTRUCTION** PAN-AFAFS5890R, a Partnership firm having its office at Surendra Nath Colony, Nabapally, P.O.- Nabapally, P.S.- Barasat, Dist. North 24 Parganas, Kolkata-700126, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in interest, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS all that piece and parcel of **Bastu** Lands measuring an area 6 **Cottahs 14 Chittacks 27 sq.ft. (M/L)** of C.S Plot No. 1124 corresponding to R.S. Plot No. 2044 under C.S Khatian No. 670 R.S. Khatian No.1101 under modified Khatian No. 1478 situated at **Mouza- Noapara, J.L. No. 83**, Re: Su: No. 137 under P.S. Barasat in the district of North 24 Parganas



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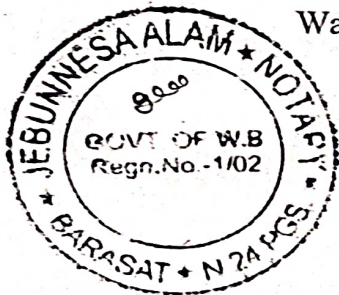
along with a 2(two) storied building standing thereon was owned and possessed by one Dr. Pannalal Dhar being its absolute owner, which he got by way of purchase vide Deed No. 9164 for the year 1961 registered in the office of S.R Barasat.

AND WHEREAS while said Dr. Pannalal Dhar owned and possessed the property as above being its absolute owner, he expired leaving behind Partha Dhar his son Sukla Dutta, Sankari Guha & Sikha Roy his daughters and Arati Dhar his widow as his heirs and successors, who jointly got the property as above by way of inheritance.

AND WHEREAS said Arati Dhar expired leaving behind Partha Dhar her son Sukla Dutta, Sankari Guha & Sikha Roy her daughters as her heirs and successors, who jointly got the entire property as above left by said Dr. Pannalal Dhar & Arati Dhar by way of inheritance.

AND WHEREAS while said Partha Dhar, Sukla Dutta, Sankari Guha & Sikha Roy jointly owned and possessed the property as above, they jointly transferred the same in favour of the present owners by way of sale by virtue of a Deed of sale being No. 10646 dated 05/08/2013 registered in the office of D.S.R-II, North 24 Parganas at Barasat.

AND WHEREAS the property as above was mutated in the name of the present owners under Holding No. 62, N.D.P-I, Bijaylaxmi Colony, under Ward No. 5 of Barasat Municipality.



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AND WHEREAS the Lands as above was duly recorded in the name of the present owners under L.R Khatian Nos. 1411 & 1412 as the Lands of L.R Plot No. 2044.

AND WHEREAS the Lands as above more fully described in the schedule here under is seized, owned and possessed by the present owners being its absolute owner.

AND WHEREAS a Development Agreement is executed in between the owners and the developer on this day with the terms and conditions stated therein.

AND WHEREAS it is required to appoint and constitute the Developer by way of Development Power of Attorney with a view to make construction of the proposed multi storied building and to transfer the portion of the proposed multi storied building allotted in favour of the Developer and for doing and acting on behalf of the Owners.

AND WHEREAS as such we are desirous of appointing the above named partners of the Developer as our true and lawful attorneys to do all such acts deeds of things necessary for making construction of the proposed multi storied building and for transferring the allocation of the Developer.

NOW KNOW ALL BY **THESE PRESENTS** that I hereby nominate, constitute and appoint **1. SRI GORACHAND BASAK**, S/o- Late Anil Kumar Basak, residing at Surendra Nath Colony, Nabapally, P.O.- Nabapally, P.S.- Barasat, Dist.- North 24 Parganas, Kolkata- 700126, **2. SRI SANKAR CHANDRA MONDAL**, S/o- Late Kalipada Mondal, residing at Noapara Kalibari Road, P.O. & P.S.- Barasat, Dist.- North 24



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Parganas, Kolkata-700124, both by nationality- Indian, by faith- Hindu, by occupation- Business, partners of **SHYAM SUNDAR CONSTRUCTION**, a partnership firm, having its office at Surendra Nath Colony, Nabapally, P.O.- Nabapally, P.S.- Barasat, Dist. North 24 Parganas, Kolkata-700126, to be our true and lawful attorney for us to do and act in our names to perform execute all or any of the several acts, deeds, powers, authorities, matters and things, that is to say.

1. To appear on our behalf before the Municipal authority, Urban Land Ceiling Authority, Income-Tax Authority and/or any other Government or Semi-Government Authority for the purpose of taking all necessary steps for commencing and completing the said construction work on the aforesaid land.
2. To pay the arrear and current Municipal rates and taxes, and the rents of the Land Lord in respect of our landed property.
3. To apply for electric, gas, telephone and water connection in respect of the proposed building on the said Land.
4. To appoint engineer, contractor and labour for construction of the said flats/shops/garage of the multistoried building and to make payments to them.
5. To look after supervision of works for such construction.
6. To commence, prosecute, enforce, defend, appear, and oppose all actions and other legal proceedings and demand touching any matter in connection with the said Land.
7. To appoint, nominate advocate, solicitors, pleaders and revenue agents and to revoke such appointments.



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8. To make, sign, affirm, present and file all applications, claims, petitions, written statements and all other papers and documents necessary and expedient in the opinion of the said attorneys to be made, signed, executed, affirmed, presented or filed and to receive back such documents.
9. To allow and pay all fees, costs, charges and expenses to be allowed or paid in respect of the aforesaid land.
10. To negotiate on terms for and to agree and sell, mortgage, lease out in part or in full of the properties allotted in favour of the Developer and saleable space allotted in our favour to any intending purchaser or purchasers at such price or prices which our said Attorneys in their absolute discretion think fit and proper. To agree upon and to enter into any agreement or agreements for such Sale or Sales and receive earnest money thereof and said Attorneys after realization of the consideration money from the intending purchaser/ purchasers. On receipt of earnest money the attorneys are entitled to execute agreement and to issue receipt in favour of intending purchaser. It is mentioned here that by no means the Attorneys are entitled to transfer the area measuring **1500 sq. ft.** more fully described in the Development agreement allotted in our favour.
11. To represent us and to execute or to sign all other document or documents / deed of conveyance or deeds of conveyance on our behalf and to present the same for registration before any competent Registering Officer of the Registry Office and thereto admit and do all necessary acts and deeds in such connection on receipt of consideration



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money. The attorneys are entitled to complete the registration of the deed or deeds of conveyance in favour of the intending purchasers in respect of the allocation of the developer and the saleable space of the owner's allotted portion as mentioned in the said development agreement.

AND I hereby agree to ratify and confirm all and whatsoever our said attorneys shall lawfully do or cause to be done by virtue of these indenture,

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Lands measuring an area 6 Cottahs 14 Chittacks 27 sq.ft. (M/L) of C.S Plot No. 1124 corresponding to R.S. & L.R Plot No. 2044 under C.S Khatian No. 670 R.S. Khatian No.1101 under modified Khatian No. 1478 under L.R Khatian Nos. 1411 & 1412 situated at Mouza-Noapara, J.L. No. 83, Re: Su: No. 137 under P.S. Barasat in the district of North 24 Parganas comprised in pargana Anowarpur within the jurisdiction of A.D.S.R.-Kadambagachi within the limits of Ward No. 5 of Barasat Municipality under Holding No. 62, N.D.P-I, Bijaylaxmi Colony is the subject matter of this Development Agreement and the same is butted and bounded by :-

ON THE NORTH : Pond of Brajendra Nath Bhattacharya.

ON THE SOUTH : 30 Feet wide Baluria Road.

ON THE EAST : Schem Plot No. 15 of Brajendra Nath Bhattacharya.

ON THE WEST : Schem Plot No. 13 of Siddheswar Bandopadhyay.



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IN WITNESS WHEREOF we have signed this Development Power of Attorney on this the 3rd day of August 2023.

SIGNED & DELIVERED

in presence of Witnesses :

1. *Signature of Sankar Chandra Barak*
Sankar Chandra Barak

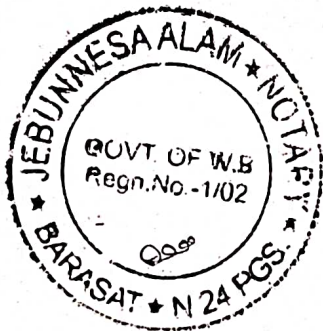
Signature of Sankar Chandra Barak
Sankar Chandra Barak
SIGNATURE OF THE EXECUTANTS

2. Rima Barak
S.N. Colony,
Nabapally,
Barasat

Signature of Sankar Chandra Barak
Sankar Chandra Barak
SIGNATURE OF THE ATTORNY

Drafted by :
Amarendra Narayan Guha Roy
A.N Guha Roy
Advocate
Judges Court Barasat,
North 24 Parganas.

Composed by :
Partha Sarkar.
Partha Sarkar
Barasat Court,
North 24 Parganas



ATTESTED
Signature of Notary Public
Jebunnisa Alam
Notary Public
Barasat, 24 Pgs. (N)
REGN No. 1102

THE DOCUMENT CONTAINS
PAGES AND CHECKED BY *Signature*

Notary Clerk

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Instrument - "A"

Of

NOTARIAL CERTIFICATE

NR. NO. 3326 Date 6/3/23

By

JEBUNNESA (KHATUN) ALAM

M. A., LL.B.,

NOTARY PUBLIC



Residence :-
Geetanjali Apartment, (Flat No. 104)
3. Jessore Road, Chapadali, Barasat.
North 24 Parganas, West Bengal
Pin - 700 124

Jebunnesa (Khatun) Alam



Jebunnesa (Khatun) Alam

Notary Public
Office at :- District Judges' Court Premises
Barasat, North 24 Parganas, West Bengal
INDIA