6548/23 I 6508 2000



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AB 461304

This DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 5TH DAY OF SEPTEMBER 2023 AT SILIGURI

Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

Addi. District Sub-Registrar Bhakti Nagar, Jalpaigun

0 5 SEP 2023.

Service Cathler

BE KNOWN TO ALL BY THESE PRESENTS THAT We,

1.SRI DINESH PODDAR(I T PAN: AFHPP8066K, Adhaar No.6206 0987 5107) Son of Late Sugriwmall Poddar, 2. SRI PRAMOD KUMAR SINHAL (I T PAN: AJCPS8358N, Adhaar No.4918 5226 9014) son of Late Ram Kumar Sinhal both Hindu by religion, both business by occupation, both Indian by Nationality, No.1 residing at Neelkamal Apartment, Block-C, Haiderpara-734006, Road, P.O. Pranami Mandir Bhaktinagar, Siliguri, Dist. Jalpaiguri in the state of West Bengal, No.2 residing at Shanti Apartment, West Ashrampara, P.O. & P.S. Siliguri-734001, Dist. Darjeeling in the state of called collectively hereinafter Bengal, West "EXECUTANT/PRINCIPAL" (which expression shall mean and include unless excluded by or repugnant to the context his/her/their, successors, legal representatives, executors, administrators and assigns)

#### WHEREAS

1. The Executant/Principal parties are the absolute Joint owner in possession of **ALL THAT PIECE AND PARCEL** of land 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven), Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five), Corresponding L R Khatian No. 870(Eight Seven Zero) & 871(Eight Seven One), RS Sheet No.11(One One), Corresponding LR Sheet No. 110, J.L. No.2(Two), Mouza-Dabgram, Pargana-Baikunthapur, P.O. Dabgram-734004 Via Siliguri Town, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO-Rajganj, under Dabgram-II Gram Panchayet, District-



Jalpaiguri in the state of West Bengal. The plot of land is more fully described in First Schedule written hereunder and referred to as Scheduled land hereinafter.

- 2. The Executant/Principal hereof have entered in to a Registered Development Agreement (hereinafter referred to as RDA) with one GOLDEN CONSTRUCTIONS (PAN: AAUFG1126F), a partnership firm ,having its Office/Principal place of business at Kapil Centre, 1st Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, (hereinafter referred to as Developer). The said RDA is registered in the office of ADSR, Bhaktinagar vide Book No. \_\_\_, Volume No. \_\_\_ Page Nos. \_\_\_ to \_\_\_\_ being document No. \_6531\_ for the year 2023.
- 3. Vide the said RDA, it has been agreed that in consideration of grant of development right, the Executants/Principal hereof shall get/receive certain residential flats(Units) Parking Spaces and other spaces(hereinafter referred to as Owners' Allocation) and the Developer shall get/receive the balance residential flats(Units) and Parking Spaces and other spaces (hereinafter referred to as Developer's Allocation) in the proposed building to be constructed on the scheduled land. The Developer's allocation is more fully described in Second schedule hereto.
- 4. Vide the said RDA, it has also been agreed that the Executant/Principal hereof shall grant a Power of Attorney in favour of any person nominated by the Developer above named for execution of Deed of conveyance in respect of the undivided proportionate land pertaining to Residential flats/units/parking spaces and other areas falling in Developer's allocation and



admit the execution thereof and present the same before any registering authority and also for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the scheduled land and also for pursuing and following up the matter with the Local Panchayet and /or any local body/Development authority and other statutory authorities and for all other matters concerning or related to the project or development which shall remain in force until completion and sale/transfer of the project finally.

- 5. In terms of above said RDA, the Developer has nominated its partner, **GAURAV SINHAL**, (Adhaar No. 2927 0125 6996), Son of Sri Pramod Kumar Sinhal resident of Jayram House, Pani Tanki More, Sevoke Road, P.O. & P.S. Siliguri-734001, District-Darjeeling in the State of West Bengal, for appointment of Attorney by the Executants/Principal hereof.
- 6. This Development Power of Attorney hereby granted is coexistent and co-terminus with the said RDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this Development Power of Attorney independently.

Now, We the Executant/Principal hereof do hereby appoint, nominate, authorize and constitute said **GAURAV SINHAL** as our true legal and lawful Attorney in respect of our property. The powers hereby conferred by us upon the Attorney are of 2(Two) Types: 1. Powers to be exercised in respect of sale of Residential Flats/Units, Parking spaces & other spaces falling under the Developer's Allocation as described in Second schedule hereto



and 2. General Powers to be exercised to carry out the Development/construction work on the scheduled land.

The various powers which are being conferred by this indenture upon the attorney are:-

1. Powers to be exercised in respect of sale of undivided proportionate land pertaining to Residential Flats/Units, Parking spaces & other spaces falling under the Developer's Allocation as described in second schedule hereto:-

We hereby empower our above named attorney to do the following acts, deeds and things in our name and on our behalf:-

- 1. To enter into sale agreement, to receive earnest money, part payment, if any and to execute the said sale agreement and receive final consideration amount in the name of said Developer M/S Golden Construction.
- 2. To execute the Sale Deed, Supplementary Rectification deed (if there be any) sign, verify, admit and present the same for registration in the office of the Appropriate Registering Authority to admit its execution, to receive the sale consideration, give statements and do all other acts deeds and things which are necessary for the same.
- 3. To apply and obtain the all necessary permissions through the No Objection Certificate from the concerned departments.



- 4. To enter into Rent Agreement in respect of the aforesaid flat or its part, to execute Rent Agreement, to receive advance, to receive security, to issue rent receipt, to deliver possession to get the tenant evicted through the process of law or by negotiation, to take back possession of the aforesaid residential flat/parking space or other spaces falling under the Developer's allocation.
- 5. To sign all kinds of prescribed forms/affidavit/undertaking/document on our behalf in respect of the aforesaid residential flat/parking space or other spaces.
- 6. To get the aforesaid residential flat/parking space or other spaces transferred and mutated in the record of the concerned authority in the name of the prospective buyers of the said Developer.
- 7. To deposit House Tax, Electricity and Water Charges or any other dues and demands to the concerned authority in respect of the aforesaid residential flat/parking space or other spaces.
- 8. For any of the aforesaid purposes, to do the following acts deeds and things under his own signatures:
- (a) To reply to the letters and notices, to make correspondence, to make representations, to make petitions.
- (b) to sign, execute submit and present forms etc.



- (c) to sign, submit and execute affidavits declarations, indemnity Bonds, Surety, Bonds, undertakings, No objection etc.
- (d) To produce documents and to give statements.
- 9. To execute, sign and present all kinds of suits, plaints complaints, Appeals, Revision, Statement, Applications, in connection with the aforesaid residential flat/parking space or other spaces and their management and to proceed with the conduct of all court proceedings and appoint an advocate for the purpose.
- 10. To appoint anyone else as further Attorney with such power as are considered necessary by him for aforesaid residential flat/parking space or other spaces and to delegate all these powers on the said attorney.
- 11. This Development Power of Attorney hereby granted is coexistent and co-terminus with the said RDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this Development Power of Attorney independently.

# 2 Powers to be exercised to carry out the Development/construction work on the scheduled land.

1. To sign affidavits, and Vakalatnamas and appear in the Court(s) whether Civil, Criminal or other court(s) and complete



the proceedings in our name and on our behalf (Jointly and severally).

- 2. To appear before the authorities of Revenue office, village Panchayat office, SJDA, BLLRO, SDLLRO, DLLRO, Panchayat Samity or any other office pertaining to state or central Government or any other office to represent in all respect and to sign all such papers on our behalf as our law full Agent/attorney
- 3. To get the plan, elevations, designs, drawings and specifications prepared and approved from appropriate authority if required and to sign all papers/documents and to represent us with respect to the above in getting the plan sanctioned.
- 4. To make, sign and verify all applications or objections to appropriate authorities for all and any license, permission or consent, etc., required by law in connection with the management, development of our Scheduled property.
- 5. To institute, defend and prosecute, enforce or resist any suit or other actions and proceedings, appeals, in any court anywhere within or outside India in its civil, criminal, revenue, revision or before any tribunal or arbitration or industrial court, income-tax and sales-tax authorities, to act and plead, to sign and verify plaints, written statements, petitions and other pleadings, including pleadings under Article 226 of the Constitution of India, and also to present any Memorandum of Appeal, to accept service of summons, notice and other legal processes.



- 6. To appoint, engage on our behalf pleaders, advocates or solicitors whenever our said attorney shall think proper to do so and to discharge and/or terminate his or their appointment
- 7. To receive delivery of notices addressed to us issued by court or any department in respect to the said property
- 8. And generally to do, perform or execute or cause to be done, performed or executed all such further and other acts, deeds and things as and when required or deemed expedient or advised to be done for satisfactorily carrying into effect the powers and authority/ies hereby conferred.
- 9. To make payment of taxes, rates, cesses, assessments, and all dues and on our behalf, in respect of the above said property.
- 10. To safeguard the scheduled property from the encroachments of any third parties, whom so ever on behalf of the Principal/Executant.
- 11. We Undertake to ratify and confirm whenever required, all acts and deeds done by the said Attorney in exercise of powers contained herein.
- 12. We, the above named Principal/Executant do hereby agree and declare that all acts, deeds and things done, executed or performed by the said Development Power of Attorney shall be



valid and binding on us to all intents and purposes as if done by us (jointly and severally) personally,

13. This Development Power of Attorney hereby granted is coexistent and co-terminus with the said RDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this Development Power of Attorney independently.

## THE FIRST SCHEDULES ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT PIECE AND PARCEL of vacant land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven), Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five), Corresponding L R Khatian No. 870(Eight Seven Zero) & 871(Eight Seven One), RS Sheet No.11(One One), Corresponding LR Sheet No. 110, J.L. No.2(Two), Mouza-Dabgram, Pargana-Baikunthapur, P.O. Dabgram-734004 Via Siliguri Town, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO-Rajganj, under Dabgram-II Gram Panchayet, District-Jalpaiguri The Plot of Land is bound and butted as follows:-

By North: Panchanan Sarani Pucca Road

By South: Sold land of Bakharu Singh & Others

By East: Land & House of Rajen Kharati

By West: Land & House of Narayan Mandal



## THE SECOND SCHEDULES ABOVE REFERRED TO DEVELOPER'S ALLOCATION

## i) Residential Flats

Flat No., Floor, Super Built up Area	Developer's Allocation
Flat No.7, Third Floor	1226 Sq. ft.
Flat No.7, Fourth Floor	1226 Sq.ft.
Flat No.6, First Floor	1104 Sq.ft.
Flat No.6, First Floor	1104 Sq.ft.
Flat No.6, Fourth Floor	658 Sq.ft.
Flat No.5 First Floor	658 Sq.ft.
Flat No.5 Second Floor	862 Sq.ft.
Flat No.4, First Floor	862 Sq.ft.
Flat No.4, Second Floor	918 Sq.ft.
Flat No.3, Fourth Floor	1297 Sq.ft.
Flat No.2, First Floor	1297 Sq.ft.
Flat No.2, Second Floor	1297 Sq.ft.
Flat No.2 Third Floor	1297 Sq.ft.
Flat No.2 Fourth Floor	1241 Sq.ft.
Flat No.1 First Floor	1241 Sq.ft.
Flat No.1 Second Floor	1241 Sq.ft.
Flat No.1 Third Floor	17529 Sq.ft.

- ii) The 60% of total Car Parking spaces & other spaces to be constructed/provided in the proposed building/complex.
- iii) 60%(Sixty Percent) of the remaining top roof after leaving/providing 50%(Fifty percent) for common purposes.

IN WITNESS WHEREOF We and subscribed our hands on month and year first above wr. WITNESSES:	the abovenamed principal have set this Power of Attorney on the day, itten.
Dipankar Paul S/O Sri Dulal Paul Saktigarh P.OSiliguri Bazar-734005. P.S. Bhaktinagar.Dist. Jalpa	2. PRINCIPAL/EXECUTANT iguri.
Lakhan Sah S/O Mahesh Sah Ramchandra Nagar Siliguri	Accepted By Me:-    Januar Sinhal     ATTORNEY    Drafted, read over, explained by me and typed in my Office   Ualyan Palul    ADVOCATE/SILIGURI
	En: F/366/221/2015

### EXECUTANT SHEET

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Signature

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Signature

## **CLAIMANT SHEET**

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Signature

## **IDENTIFIER PHOTO SHEET**

РНОТО



LEFT THUMB IMPRESSION



DiPankar Paul
Signature of Identifier

#### Major Information of the Deed

Deed No :	I-0711-06538/2023	Date of Registration	05/09/2023
Query No / Year	0711-8002265241/2023	Office where deed is re	egistered
Query Date	05/09/2023 1:30:03 PM	A.D.S.R. BHAKTINAGA	R, District: Jalpaiguri
Applicant Name, Address & Other Details	P K SINHAL Sevoke Road , Siliguri,Thana : Siligu 734001, Mobile No. : 9832062039, S	ri, District : Darjeeling, WES tatus :Seller/Executant	ST BENGAL, PIN -
Transaction	CALLER TO THE PARTY.	Additional Transaction	
	Power of Attorney after Registered		
Set Forth value	Mary 100 House to the State of	Market Value	
Set Forth Falus	1.000	Rs. 1,13,91,807/-	and the second s
L D H/OD)		Registration Fee Paid	A Marian San San San San San San San San San S
Stampduty Paid(SD)	The state of the s	Po 7/ (Article:E)	
Rs. 50/- (Article:48(g))	Development Power of Attorney after	Registered Development A	greement of [Deed
Remarks	Development Power of Attorney after No/Year]:- 071106531/2023	Registered 2000p	-

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 11, Pin Code:

7351		161 -41	Land	Use	Area of Land	SetForth	Market	Other Details
Sch	Plot Number	Khatian Number	Proposed	Charles and the second		Value (In Rs.)	Value (In Rs.)	Width of Approach
L1	RS-396/837		Bastu	Bastu	17 Katha 34 Sq Ft			Road: 30 Ft., Adjacent to Metal Road, , Project Name :
					28.1279Dec	0 /-	113,91,807 /-	
	Grand	Total:			201.27020			

#### Principal Details:

lo	Name,Address,Photo,Finger p	rint and Signatu		AN COLUMN TO STATE OF THE STATE
1	Name	Photo	Finger Print	Signature
	Shri Dinesh Poddar (Presentant) Son of Late Sugriwmall Poddar Executed by: Self, Date of Execution: 05/09/2023 , Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office			4 (
	. Office	05/09/2023	LTI 05/09/2023	05/09/2023

Pranami Mandir Road, City:- Siliguri Mc, P.O:- Haiderpara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Afxxxxxx6k, Aadhaar No Not Provided, Status : Individual, Executed by: Self, Date

of Execution: 05/09/2023 Admitted by: Self, Date of Admission: 05/09/2023 ,Place: Office

Signature **Finger Print** Photo Name Shri Pramod Kumar Sinhal Son of Late Ram Kumar Sinhal Executed by: Self, Date of Execution: 05/09/2023 , Admitted by: Self, Date of Admission: 05/09/2023 ,Place · Office 05/09/2023 05/09/2023

West Ashrampara, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Ajxxxxxx8n, Aadhaar No Not Provided, Status : Individual, Executed by: Self, Date of Execution: 05/09/2023

, Admitted by: Self, Date of Admission: 05/09/2023 ,Place: Office

#### Attorney Details :

Atte	orney Details :
SI	Name, Address, Photo, Finger print and Signature
1	GOLDEN CONSTRUCTIONS  Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, Kapil Centre, 1st Floor, P.S:-Bhaktinagar, District:-Jalpaiguri, Road, P.S:-Bhaktinagar, P.S:-Bhaktinag

#### Representative Details:

46	Name, Address, Photo, Finger	print and Signatur		Control of the second second
1	Name	Photo	Finger Print	Signature
	Shri Gaurav Sinhal Son of Shri Pramod Kumar Sinhal Date of Execution - 05/09/2023, Admitted by: Self, Date of Admission: 05/09/2023, Place of Admission of Execution: Office			Cremen Entry
		Sep 5 2023 1:52PM	LTI 05/09/2023	os/os/2023 S:-Siliguri, District:-Darjeeling, We

Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided Status : Representative, Representative of : GOLDEN CONSTRUCTIONS

Identifier Details :	Photo	Finger Print	Signature
Name Mr DIPANKAR PAUL Mr DIPANKAR PAUL Son of Late Dulal Paul Saktigarh, City:- Siliguri Mc, P.O:- Siliguri Sazar, P.S:-Bhaktinagar, District:- Isipaiguri, West Bengal, India, PIN:-			5 7 M 5 32
34005	05/09/2023	05/09/2023	05/09/2023

Trans	fer of property for L1	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	From	To. with area (Name-Area)  GOLDEN CONSTRUCTIONS-14.064 Dec
	Shri Dinesh Poddar	GOLDEN CONSTRUCTIONS-14.064 Dec
2	Shri Pramod Kumar Sinhal	GOLDEN CONSTRUCTIONS

#### Endorsement For Deed Number: I - 071106538 / 2023

### On 05-09-2023

## 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 13:25 hrs on 05-09-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri Dinesh Poddar, 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 1,13,91,807/-

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

Execution is admitted on 05/09/2023 by 1. Shri Dinesh Poddar, Son of Late Sugriwmall Poddar, Pranami Mandir Road, P.O: Haiderpara, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Business, 2. Shri Pramod Kumar Sinhal, Son of Late Ram Kumar Sinhal, West Ashrampara, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001,

Indetified by Mr DIPANKAR PAUL, , , Son of Late Dulal Paul, Saktigarh, P.O: Siliguri Bazar, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private

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

Execution is admitted on 05-09-2023 by Shri Gaurav Sinhal,

Indetified by Mr DIPANKAR PAUL, , , Son of Late Dulal Paul, Saktigarh, P.O: Siliguri Bazar, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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/-

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

1. Stamp: Type: Impressed, Serial no 235, Amount: Rs.50.00/-, Date of Purchase: 04/09/2023, Vendor name: Sandhya Saha Goon

DAI

Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR Jalpaiguri, West Bengal

registered in Book - I

Volume number 0711-2023, Page from 134168 to 134188 being No 071106538 for the year 2023.





Digitally signed by BISWARUP GOSWAMI Date: 2023.09.18 11:25:45 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 18/09/2023 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.