

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 299754

ANNEXURE "A"

**DEVELOPMENT
POWER OF ATTORNEY**

**AFTER REGD. DEVELOPMENT AGREEMENT NO.
I-230608116/2022 OF A.D.S.R. DURGAPUR**

TO ALL TO WHOM THESE PRESENTS SHALL COME I,

SRI SURESH RUIDAS [PAN No.APZPR2179F], [Aadhar No.329057259103], s/o Sri Sanatan Ruidas, by faith-Hindu, by occupation-Business, Indian Citizen, residing at-18A/1, Tetikhola, Arrah, P.O.-Arrah, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, Hereinafter called as the "**Landowner**", do hereby SEND GREETINGS:



Development Power of Attorney "Lokenath Developers"

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Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007
17 JAN 2023

SINO. 2187 Date 17/01/23

Sold to Suresh Ruidas

Address DXX12

Value of Stamp 500

Date of Purchase of the stamp

Recd from Treasury 05 JAN 2023

Name of the Treasury from
Durgapur

Chatterjee

Somnath Chatterjee
Stamp Vendor

A.D.S.R. Office, Durgapur-18
Licence No.-1/2015-17



STAMP VENDOR

WHEREAS:

A. I (the Landowner herein) have seize, owned and possess of and/or/otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of land 15(Fifteen) Decimal more or less 9.09(Nine point Zero Nine) Katha, in the Dist.-Paschim Bardhaman, under P.S.-New Township, within Mouza-Tetikhola, J.L. No.111, L.R. Khatian No.1493, R.S. Plot No.43/67 & 67, L.R. Plot No.187, by virtue of Regd. Sale Deeds & L.R.R.O.R., which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".

B. **LOKENATH DEVELOPERS**, [PAN No.AAIFL5709P] a Partnership Firm, represented by one of its' Partner; **Sri Suresh Ruidas** [PAN No.APZPR2179F], [Aadhar No. 329057259103], s/o Sri Sanatan Ruidas, by faith-Hindu, by occupation-Business, Indian Citizen, having its' office & resident at-18A/1, Tetikhola, Arrah, P.O.-Arrah, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, Hereinafter called as "**said DEVELOPER**".

C. I, (the Landowner) desire to develop the Schedule mentioned land hereunder/"Said Property", by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of the Jemua Gram Panchayat, and/or any other concerned Authority/Authorities, as such I (the Landowner) have entered into a **Regd. Development Agreement vide No.I-230608116 of 2022**, which was registered at A.D.S.R. Durgapur on 26/07/2022, with the said Developer, for the development construction works at the schedule mentioned property, on the terms & conditions having been settled by & between us.

NOW KNOW ALL MEN BY THESE PRESENTS I

SRI SURESH RUIDAS [PAN No.APZPR2179F], [Aadhar No. 329057259103], s/o Sri Sanatan Ruidas, by faith-Hindu, by occupation-Business, Indian Citizen, residing at-18A/1, Tetikhola,

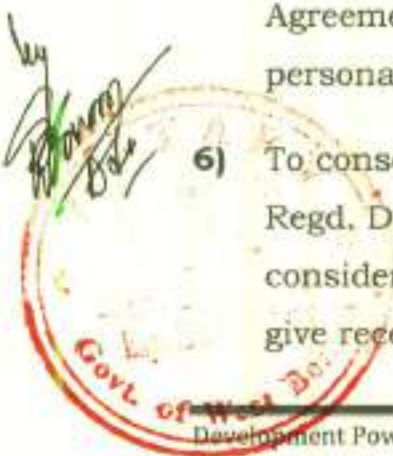
Arrah, P.O.-Arrah, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, i.e. the "Landowner" do hereby nominated, constituted and appointed, **LOKENATH DEVELOPERS**, [PAN No.AAIFL5709P] a Partnership Firm, represented by one of its' Partner; **Sri Suresh Ruidas** [PAN No.APZPR2179F], [Aadhar No. 329057259103], s/o Sri Sanatan Ruidas, by faith-Hindu, by occupation-Business, Indian Citizen, having its' office & resident at-18A/1, Tetikhola, Arrah, P.O.-Arrah, P.S.-New Township, Dist.-Paschim Bardhaman, W.B., Pin-713212, i.e. the Developer, as my true and lawful attorney, by executing this development power of attorney, for my name and on my behalf and for me, to execute exercise and perform all or any of the following acts, deeds, and things on my behalf, i.e. to say:

- 1) To take charge and possession and/or hold and defend possession of the said property i.e. the schedule below property and warn off and prohibit, and if necessary, proceed in due form of law against all or any trespassers on the said premises or any part thereof and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance, and for that to enter into all contracts and arrangements with the trespassers.
- 2) To develop and erect/raise new multistoried building/s over the schedule below land i.e. the said property, into various flats, apartments, garages, with two wheeler and four wheeler parking space etc., to be constructed according to the approved building plan, and permissions of the Jemua Gram Panchayat, and/or any other concern Authority/Authorities, and/or any change or addition or alteration thereof, by the Developer herein, as deem fit & proper, and which will be sanctioned by the Jemua Gram Panchayat and/or by the concerned authority, from time to time, by taking assistance of engineering expert with the help of good quality building materials on my behalf.

Samarendra Nayak, Notary
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- 3) To carry out all sorts of works, constructions, repairs, renovations, demolitions reconstructions in said properties or any part thereof from time to time and for the purpose to prepare plans, sketches and get them approved and sanctioned from the concerned authorities and to engage Architects, Surveyors, engineers, workmen and laborers to enter into contracts with them and assign the same for the execution of the works.
- 4) To enter into any Agreement, Deed, &/or Transfer to raise the construction of the proposed project i.e. the multistoried building/s under the name & style as the Developer deem fit, in accordance his choice, on the "said Property" as more-fully mentioned in the "Schedule" hereunder, and to take Construction Loan/Project Loan from any financial institutions or any Banks, if needed, for the said proposed construction at the schedule hereunder.
- 5) To enter into any Agreement, Deed, Conveyance, Agreement for Sale, to sale and transfer any flat(s)/ unit(s)/ parking space including equal proportionate share in the common portion of schedule below land, together with common facilities, towards any intending purchaser or purchasers, and will also be entitled to execute such documents and present the same before any Registering Authority or any other Authority, and to do such acts, deeds and things, to get such deeds/Agreements /Conveyances/documents registered, and to receive advance money and/or fully consideration money, and to give proper receipts for the same, and to do such deeds and things to give possession of the same to the prospective purchaser or purchasers, in respect of the Developer's Allocated share, as per Regd. Development Agreement in respect of the "said property", as I do the same, if personally present.
- 6) To consolidate, manage and transfer developer's allocated share as per Regd. Development Agreement in respect of the said property, for such consideration as my said Attorney may think fit and proper and to give receipts for same.



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Durgapur Burdwan, W.B.

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- 7) To receive from the intending purchaser/s or purchaser/s, the earnest/advance money and to give proper receipt and discharge for the same.
- 8) In connection with such Registration my said Attorney shall be competent to sign and execute all relevant papers, documents, forms/notices, etc., at the Registration Office, which shall be found essential for the same, for me & on my behalf.
- 9) To present any Deed of Conveyance/Deed of Sale/Agreement for Sale, for registration, before A.D.S.R. Durgapur/D.S.R. Paschim Bardhaman/A.R.A. Kolkata and/or before any proper registration authority, to admit the receipt of the consideration money, and to have the said deed/agreement registered, AND to do all acts, deeds, and things which may be necessary for conveying flats/parking/units, and registering the said deed/agreement, as fully and effectually in all respects, as I could do the same, as if I personally present, regarding Developer's allocation.
- 10) To obtain necessary clearance certificate from competent Authority under the Urban Land Ceiling & Regulation Act, 1976, if applicable and land conversion certificate for this project.
- 11) To obtain sanctioned plan and any modified &/or additional &/or altered sanctioned plan of the proposed multistoried building/project from the Jemua Gram Panchayat and/or by the concerned authority, from time to time, if needed, and to obtain Occupancy Certificate, Completion Certificate, from the Jemua Gram Panchayat and/or by the concerned authority, for the proposed project at the schedule hereunder.
- 12) To publish advertisement in any daily newspaper or/and any widely circulated newspaper or any local newspaper or TV Channel or any others media to attract the intending buyer/s for the purpose of sale and transfer of flats or apartment/s.
- 13) To make, sign and verify all applications or raise objection to appropriate authorities for all and any license, permission or consent

etc. and in connection with the management and development of my schedule mentioned properties.

- 14) To appoint staff, workers and contractors and to settle their remuneration and other terms of office and to promote or dismiss or suspend as & when necessary for execution of the project, but always within the legal frame work of the state.
- 15) To purchase & maintain stock of the building materials as per approved plan, and obtain electric and water connection at the schedule mentioned land.
- 16) To take all measure for obtaining water connections, and electric line connections, and meter in the proposed building at the said property, from the concerned Authorities by signing all necessary papers, documents, application forms, affidavits with right to submit the same before the authority concerned for me, and on my behalf and to pay/deposit all amounts of money towards costs, fees, etc.
- 17) To settle all disputes whatsoever arising out of the construction project on the schedule mentioned land.
- 18) To appear before any office or court or authority of the Govt. or labour dept. or Land Revenue office or Income Tax or any other act, to represent the matters regarding the proposed development & construction.
- 19) To get a Co-Operative Society/Association of the flat purchasers in the said housing complex & registered the same, and to obtain registration after carrying out all necessary formalities.
- 20) That if any legal proceedings are required to be taken in connection with the development construction work or if any legal action is taken against me in connection with the same project, to prosecute and defend such legal proceeding, and for that purpose to sign, declare and file & withdraw all pleadings, affidavits, applications etc. to

engage advocate and to do all acts and things required to be done for the same, on my behalf.

- 21) That by virtue of this Power of Attorney my said Attorney holder has got sole & exclusive interest for development construction work at the schedule mentioned property i.e. the said property, but no title or ownership proposed to be transferred by this Power of Attorney, in favour my said Attorney.
- 22) That this Power of Attorney is a revocable one, at the will of the Executants.

AND Generally, to do everything, what could do legally for me, and on my behalf, by my attorney, and I undertake to ratify and confirm all such acts, deeds, and things, what will be lawfully done by my said Attorney in exercise of this Development Power of Attorney hereby conferred, but it is expressly stated that this Power of Attorney does not create, constitute or assume any kind of ownership or title in favour of my said Attorney.

FIRST SCHEDULE as referred herein above
(Description of Land/Premises)

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Bardhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at **Mouza - Tetikhola**(টেটিখোলা), J.L. No.111,

R.S. Plot No.43/67(Forty Three by Sixty Seven) & **67**(Sixty Seven) corresponding **L.R. Plot No.187**(One Hundred Eighty Seven), **L.R.**

Khatian No.1493 (Fourteen Hundred Ninety Three), Area of Land-**15**(Fifteen) **Decimal** more or less **9.09**(Nine point Zero Nine) Katha,

situated within the area of Jemua Gram Panchayat, B.L.&L.R.O. Faridpur Durgapur, ADSR Durgapur, at Tetikhola, Durgapur-12, P.S.-New Township, W.B., Dist.-Paschim Bardhaman, W.B., Pin-713212.

Butted and Bounded as follows:-

North : 12' Ft. wide Pucca Rd.

South : 12' Ft. Wide Pucca Rd.

East : House of Sen Babu.

West : House of Das Babu.

A separate sheet has been annexed to this deed containing the signature, fingers print and photographs of the Landowner & Developer herein, which is the part and parcel of these presents.

IN WITNESS WHEREOF I, have hereunto put my signature on this power of Attorney in the free, fair state of mind, after gone through all the contents of these presents on this the 17th day of January, 2023 at Durgapur.

WITNESSES:-

1.

Swarn Kishor

Signature of the Landowner

2.

LOKENATH DEVELOPERS

Swarn Kishor

Partner

Signature of the Developer

Drafted and Typed by me & read over & explained to all parties of these presents and all of them admit the same has been correctly written as per their instructions & also identified by me,

Debabrata Biswas

Debabrata Biswas, Advocate
Durgapur Court, City Centre
Enrollment No. **W.B./686/2010**



INSTRUMENT REFERRED TO
IN THE NOTARIAL CERTIFICATE

Samarendra Nayak
SAMARENDRANAYAK
NOTARY
DURGAPUR, BURDWAN (W.B.)
Regd. No.-142007