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2022/07/05
5/22

पश्चिम बंगाल

पश्चिम बंगाल WEST BENGAL

50AB 236356

POWER OF ATTORNEY

AFTER
REGISTERED AGREEMENT FOR DEVELOPMENT

THIS POWER OF ATTORNEY is made this the
5th day of July, Two Thousand Twenty One

EXECUTED BY

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part this documents.

District ~~Sd/-~~ Registrar-II
Howrah

15 JUL 2021

Containing total 07 Pages

1. SRI BISWANATH MUKHERJEE, (Pan No. CBKPM8672H) (Aadhar No. 2560 9471 0123), son of Late Amrita Lal Mukherjee, by faith Hindu, by occupation retired, resident of Ghoshpara, within P.S. Nischinda, in the District of Howrah – 711 227
2. SRI SHIBNATH MUKHERJEE, (Pan No. EFPEM8402K) (Aadhar No. 9329 5584 3596), son of Late Amrita Lal Mukherjee, by faith Hindu, by occupation retired, resident of Ghoshpara, within P.S. Nischinda, in the District of Howrah – 711 227
3. SMT. KALYANI GHOSAL, (Pan No. AWTPG0055G) (Aadhar No. 8879 0915 0357), wife of Rana Ghosal and daughter of Late Amrita Lal Mukherjee, by faith Hindu, by occupation-Housewife, resident of 11, Jogendranath Ghosal Road, Kamarhati(m), Anadaha, in the District of North 24 Parganas, **4. SMT. ANJALI CHAKRABORTY**, (Pan No. APHPC3621F) (Aadhar No. 3035 9317 6917), wife of Suman Chakraborty and daughter of Late Amrita Lal Mukherjee, by faith Hindu, by occupation-Housewife, resident of North Ghoshpara, within P.S. Nischinda, in the District of Howrah, hereinafter referred to as the **OWNERS** (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, legal representatives, successors-in-interest, executors, administrators and assigns etc.) **of the ONE PART viz. THE PRINCIPALS;**

IN FAVOUR OF

SRI SURESH DAS, (Pan No. AGIPD7322C) (Aadhar No. 4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, resident of 174, G.T. Road, within P.O. and P.S. Bally, in the District of Howrah, hereinafter referred to as the **DEVELOPER** (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns etc.) **of the OTHER PART**, hereinafter referred to as the **POWER OF ATTORNEY HOLDER;**

KNOWN ALL MEN BY THESE PRESENT THAT **WHEREAS** the Owners of the One Part are the co-owners in respect of **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** containing an area measuring about **03 (Three) Cottahs 00 (Zero) Chhittaks 00 (Zero) Square Feet**, be the same a little more or less, together with old structures and other erections measuring about 100 sq. ft. standing thereupon including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to R.S. Dag No. 6908, under R.S. Khatian No. 2553, corresponding L.R. Dag No. 23639, L.R. Khatian nos. 16280, 22295, 3991, 340, J.L. No. 14, Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, morefully and particularly described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as "**SAID PROPERTY**".

AND WHEREAS originally Abdul Karim Mondal, Amina Khatun and Momena Khatun were the joint owners in respect of the "Said Property" and while thus being jointly seized and possessed of the "said property" due to urgent need of money said Abdul Karim Mondal transferred his share in favour of Sunil Kumar Acharya

Chowdhury by virtue of a registered Deed of Sale dated 29.04.1955 being Deed no. 2450 for the year 1955 and delivered possession thereof;

AND WHEREAS said Amina Khatun and Momena Khatun while thus being jointly seized and possessed of their in respect of the "said property" due to their urgent need of money transferred their undivided share of land in favour of Prafulla Kumar Acharya by virtue of two separate registered Deeds of Sale dated 25.07.1955 and 12.05.1955 being Deed nos. 4564 and 2677 respectively both for the year 1955 and delivered peaceful possession thereof;

AND WHEREAS after acquisition of joint title in respect of the "said property" said Sunil Kumar Acharya Chowdhury and Prafulla Kumar Acharya had been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before different authorities;

AND WHEREAS while thus being jointly seized and possessed of the "said property" said Sunil Kumar Acharya Chowdhury and Sri Prafulla Kumar Acharya due to their urgent need of money jointly transferred the "Said Property" in favour of Amrita Lal Mukherjee by virtue of a registered Deed of Sale dated 10.05.1956 corresponding to 27th day of Baishak, 1363 B.S. being Deed No. 2648 For the year 1956 and delivered khas possession thereof;

AND WHEREAS after acquisition of title in respect of the "said property" said Amrita Lal Mukherjee had been possessing as well as enjoying the same having exclusive right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNER thereof by payment of Govt. revenues, taxes, etc. before the different authorities;

AND WHEREAS while being seized and possessed of the "said property" said Amrita Lal Mukherjee died intestate on 26.01.1973 leaving behind his two sons viz. Sri Biswanath Mukherjee and Sri Shibnath Mukherjee, the owner nos. 1 and 2 herein and two daughters viz. Smt. Kalyani Ghosal and Smt. Anjali Chakraborty, the Owner nos. 3 and 4 herein as his legal heirs to inherit his estate according to the Law of Inheritance governed under the Hindu Succession Act, 1956 and accordingly, they all became the co-owners and occupiers in respect of the "said property" left by Amrita Lal Mukherjee and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L. & L.R.O covered by L.R. Khatian nos. 16280, 22295, 3991, 340;

AND WHEREAS the present OWNERS of the ONE PART, thus, have become the joint owners as well as lawful occupiers in respect of the "said property" i.e. ALL THAT piece and parcel a definite demarcate area of BASTU LAND containing an area measuring about **03 (Three) Cottahs 00 (Zero) Chhittaks 00 (Zero) Square Feet**, be the same a little more or less, together with old structures and other erections measuring about 100 sq. ft. standing thereupon including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to R.S. Dag No. 6908, under R.S.

Khatian No. 2553, corresponding L.R. Dag No. 23639, L.R. Khatian nos. 16280, 22295, 3991, 340, J.L. No. 14, Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, as morefully and particularly described in the "SCHEDULE" hereinafter referred to as the "SAID PROPERTY", which is the subject-matter of this POWER OF ATTORNEY;

AND WHEREAS We, being the OWNERS OF THE ONE PART are now desirous of constructing a multi-storied building on the "Scheduled Property" absolutely in share-in-basis and accordingly, we have already entered into a Agreement for Development on 5th day of July, 2021 with **SRI SURESH DAS**, (Pan No. AGIPD7322C) (Aadhar No. 4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, resident of 174, G.T. Road, within P.O. and P.S. Bally, in the District of Howrah with various terms and conditions as fully embodied therein, which has been duly executed and registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated and/or recorded in the said office vide **Deed No.5420.....**, For the Year 2021 and the said bi-lateral registered Agreement for Development dated 05.07.2021 in respect of the "B" Schedule noted Property below is still in full force;

AND WHEREAS in terms and condition of the said registered bilateral Agreement for Development dated 05.07.2021 we are desirous of nominating, constituting and appointing the person/ DEVELOPER viz. **SRI SURESH DAS**, (Pan No. AGIPD7322C) (Aadhar No. 4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, resident of 174, G.T. Road, within P.O. and P.S. Bally, in the District of Howrah, as our true and lawful constituted attorneys for us, in our name and place and on our behalf to do / execute / supervise / manage / arrange / perform or cause to be done / executed / supervised / managed / arranged and performed all or any of the following acts, deeds and things for implementation of our desirousness :-

1. To manage, control, develop the "B" Schedule noted Property below and to submit proposed multi-storied building plan before the **Howrah Zillah Parishad** or **K.M.D.A.**, as the case may be, for sanction and to construct the proposed multi-storied building according to such sanctioned plan, yet to be obtained from the aforesaid competent authority on the said "B" Schedule noted Property, as fully described herein below in terms and condition of the said bi-lateral registered Agreement for Development dated 05.07.2021.
2. To represent us and to appear before all the Courts of Civil, Criminal, Revenue, Revision or Appellate Authority and also to appear before any competent authority including the **Howrah Zillah Parishad** or **K.M.D.A.** authority, as the case may be, and also to appear before any office of the Government Authority or District Board, Notified Authority or any other Local Authority and also to appear before the District Sub-Registrar at Howrah or any Sub-Registrar or before all the Registration Office for the purpose of signing, executing, registering all sorts of documents, pleadings, applications, petitions, etc.

3. To appoint, engage on our behalf Pleaders, Advocates, Solicitors or Counsel to act, plead or otherwise conduct any cases on our behalf in respect of the "B" Schedule noted Property.
4. To sign and verify plaints, written statements, petitions and applications of all kinds as well as written objections of all kinds and to file those before the appropriate courts, or offices, or any other authorities, as may be required for the purpose of proceeding with proposed project in terms and condition of the said bi-lateral registered Agreement for Development dated 05.07.2021.
5. To work, manage, control and supervise the management of all and administer property, which is mentioned in schedule below or hereafter belonging to us.
6. To settle all disputes relating to land, building, or any part thereof belonging to us with any interested persons in respect of the of the land in question or any part thereof belonging to us.
7. To take all initiatives or procedures or defend all legal proceedings, if arises in future, touching any of the matters in which we may hereafter be interested or concerned and also if though it fit to make compromise on any condition, as our Attorney shall deem fit and proper and also to refer the matter to arbitration or withdraw or confess judgment in any such proceedings as aforesaid.
8. To compromise, compound and withdraw cases to confess judgments and to refer cases to arbitration.
9. To pay and discharge in respect of the schedule noted property including payment of taxes, rents, etc.
10. To apply for in courts and offices for copies of papers and documents and also to apply for inspection of and inspect the judicial records.
11. To appoint and employ agents, engineers, architects, labours, masons, experts, karindas, patwaries, peons or other servants necessary for any of the purposes as aforesaid with such remuneration, commission or salary as the said Attorneys shall think fit and proper and from time to time dismiss such persons according to their sole discretion and choice.
12. To exercise all right of sale and along with to sell or make any kinds of transfer in respect of the flats, units, spaces, etc. of the proposed new multi-storied building to be constructed over the Schedule noted 'Said Property' in terms of the said bi-lateral registered Agreement for Development dated 05.07.2021 either on ownership or any other basis excluding the OWNERS' SHARE / ALLOCATION and to enter into any Agreement for Sale and/or make any kind of transfer to any person as per the choice of the proprietor of Developer and to accept and or take all monetary amounts i.e. the consideration price for disposal of DEVELOPER' Allocation and in this connection our said Attorneys are fully empowered to sign all necessary papers, deeds and/or to represent us before the concerned Registering Authorities for execution and registration of those prospective deeds or documents for 'Said Property' on our behalf and also our Attorneys shall be empowered to issue acknowledgement receipt upon receipt of due consideration. But the said sale proceeds shall be allowed only so far as the DEVELOPER' Share in terms of said bi-lateral registered Agreement for

Development 05.07.2021 is concerned. This power is valid excepting Owners' Reservation after delivery of Owners' Share.

13. To enter into any contract, covenant and arrangement of any kind whatsoever in relation to the development of the "B" Schedule noted Property and to modify, revoke and cancel the same as our said Attorneys shall think fit and proper as aforesaid.
14. To accept summons, notices, writ issued by any court or offices against us relating to the aforesaid proposed construction and to take necessary steps as our said Attorneys may deem fit and proper.
15. All the receivables or payable to the Principals i.e. ourselves must be paid to us viz. the Principals.
16. This Power of Attorney will be cancelled automatically after disposing of DEVELOPER' Allocation fully and completely.
17. AND generally to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the opinion of the said attorneys ought to be done, executed or performed in relation to the development of the "B" Schedule noted Property.
18. This General Power of Attorney shall remain valid till disposal of all share of allocation of the DEVELOPER / Power of Attorney Holder in his entirety.

AND the undersigned persons, jointly being the Principals herein, do hereby agree and undertake to ratify and confirm all and whatsoever the said attorney under the power in that behalf hereinbefore contended shall lawfully do, execute or perform in exercise of the power, authorities and liberties hereby conferred upon under and by virtue of this deed.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel a definite demarcate area of BASTU LAND containing an area measuring about **03 (Three) Cottahs 00 (Zero) Chhittaks 00 (Zero) Square Feet**, be the same a little more or less, together with old structures and other erections measuring about 100 sq. ft. standing thereupon including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to R.S. Dag No. 6908, under R.S. Khatian No. 2553, corresponding L.R. Dag No. 23639, L.R. Khatian nos. 16280, 22295, 3991, 340, J.L. No. 14, Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, being butted and bounded by as follows :-

- | | |
|----------------------------|--|
| <u>ON THE NORTH</u> | : Property of Neelam Das and Chhaya Devi |
| <u>ON THE SOUTH</u> | : Tarun Sangha Club |
| <u>ON THE EAST</u> | : Dina Nath School |
| <u>ON THE WEST</u> | : Property of Tulsi Singha Ray |

IN WITNESSES WHEREOF, We, the undersigned, being the joint Owners of the 'Said Property' and Principals herein, have hereunto set and subscribe our hands and seal absolutely with our free volition of mind and free will and after reading over and being absolutely physically and mentally fit to understand the contents of this General Power of Attorney execute the same in terms of said bi-lateral registered Agreement for Development dated 05.07.2021 registered at the District Sub-Registrar at Howrah.

Witnesses:

1. S. Haran
Howrah
2. Bholu Ghosh
Bully, Howrah

1. Bishu Nath Mukherjee
2. S. Subrata Mukherjee
3. Kalyani Ghosal
4. Anjali Chakraborty

Signature of the OWNERS of the
ONE PART

ACCEPTED BY ME

Suresh

POWER OF ATTORNEY HOLDER
(DEVELOPER)

DRAFTED, PREPARED & COMPUTERIZED BY ME IN MY OFFICE as per instructions of all the Executants on the basis of documents supplied to me in Xerox and after being typed in their presence, the same has been duly Read Over & Explained by me in Bengali to them, who duly admit the same to be fully true and correct & they put their respective signatures over the development agreement after understanding the true meaning & import of the same in presence of the witnesses and vice versa.

Khan Arif Hasan

ADVOCATE
Judges' Court, Howrah
Enrolment No. WB/2270/2009





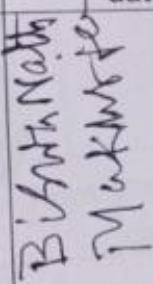


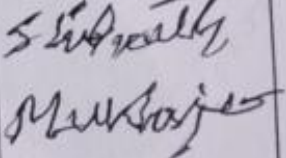


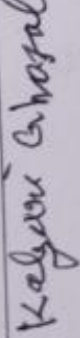
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - II HOWRAH, District Name :Howrah






Signature / LTI Sheet of Query No/Year 05132001097995/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Biswanath Mukherjee Ghoshpara, City:- , P.O:- Ghoshpara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN:- 711227	Principal			
2	Mr Shibnath Mukherjee Ghoshpara, City:- , P.O:- Ghoshpara, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711227	Principal			
3	Mrs Kalyani Ghosal 11, Jogendranath Ghosal Road, City:- , P.O:- Kamarhati, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700021	Principal			

I. Signature of the Person(s)

on at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
4	Mrs Anjali Chakraborty Ghoshpara, City:- , P.O:- Ghoshpara, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711227	Principal			Anjali Chakraborty
5	Mr Suresh Das 174, G T Road, City:- , P.O:- Bally, P.S:-Bally, District:- Howrah, West Bengal, India, PIN:- 711201	Attorney			Suresh Das
SI No.	Name and Address of identifier	Identifi		Finger Print	Signature with date
1	Mr S Nandi Son of Mr S Nandi Howrah, City:- , P.O:- Howrah, P.S:- Howrah, District:- Howrah, West Bengal, India, PIN:- 711101	Mr Biswanath Mukherjee, Mr Shibnath Mukherjee, Mrs Kalyani Ghosal, Mrs Anjali Chakraborty, Mr Suresh Das			S. Nandi

6130 9728 2593

(Panchali Munshi)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
II HOWRAH
Howrah, West Bengal

ate of Registration under section 60 and Rule 69.

stered in Book - I

lume number 0513-2021, Page from 184573 to 184603
being No 051305422 for the year 2021.



Digitally signed by Panchali Munshi
Date: 2021.07.19 11:59:52 +05:30
Reason: Digital Signing of Deed.

Panchali Munshi

(Panchali Munshi) 2021/07/19 11:59:52 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
West Bengal.