भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

AG 318564

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

12 APR 2022

12/4/22
8001125846

GENERAL POWER OF ATTORNEY

TO ALL MEN WHOM THESE PRESENTS SHALL COME, *We* **(1) SRI. DEVASHISH LAHIRI,** *(OCI – A 026750) (PAN No. AWYPL4609C), son of Late. Pravateswar Lahiri, by Religion - Hindu, by Occupation - Business,* **(2) SMT. NIBEDITA LAHIRI,** *(PAN – AFWPL2967E), (Aadhar Card No. 809013650785) , wife of Sri. Devashish Lahiri, by Religion – Hindu, by Occupation –*

*Housewife, both permanently residing at 384, Parnasree Pally,, P.S. – Parnasree (Previously P.S.- Behala), Post Office – Parnasree, Behala, Kolkata – 700 060, District South 24 Parganas, West Bengal, India and both also presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA hereinafter referred to as the "**OWNERS**"*

SEND GREETINGS :-

WHEREAS *We, (1) Sri. Devashish Lahiri and (2) Smt. Nibedita Lahiri, are the only rightful Owners of ALL THAT piece and parcel of bastu land measuring 5 Cottahs 03 Chittaks and 38 Sq. feet together with dilapidated structure standing thereupon lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 together with a structure existing thereon more fully described in the schedule hereinafter mentioned; hereinafter referred to as the "**Said Property**"*

AND WHEREAS *We, the Owners have agreed between ourselves and have agreed with Shri Amitav Ganguly the sole proprietor of the firm*

'Prime Project Constructions' of 423, Parnasree, Kolkata - 700 060 to appoint said M/s. Prime Project Constructions as the Developer who would develop the 'said property' by construction of a Ground + Four storied building according to plan duly sanctioned by Kolkata Municipal Corporation with the fund of the developer And to this effect the Owners have entered into a Joint Venture Development Agreement with the Developer M/s PRIME PROJECT CONSTRUCTIONS a Proprietory concern having it's office at 423, Parnasree Pally, Police Station - Behala, Kolkata – 700 060 represented by its sole proprietor Shri Amitav Ganguly, Son of Late Santi Pada Ganguly, by faith Hindu, by Occupation Business, residing at 3/1, P. K. Road, Kolkata – 700 061 on 12-04-2022, vide a Development Agreement Being No. 5411 of 2022 develop the said land described in the Schedule hereunder written into a residential building comprising of flats and car parking spaces on ownership basis and the owners are agreeable to convey the Developer's Allocation of land, part of the new building and car parking spaces thereon to any Purchaser or Purchasers nominated by the Developer.

Whereas in view of the above said task and other necessary work to be performed by the Developer on behalf the Owners and since the Owners are in no position to bear much physical and mental strain for a length of time, they have decided to execute a General Power of Attorney in favour of the Developer for entering into Agreement/s with any

intending purchaser/s and for construction, development and sell of flats, units, car parking spaces in Developer's Allocation and for execution and registration of Deed of Conveyance in respect of Developer's Allocation.

NOW KNOW YE BY THESE PRESENTS WITNESSETH

We, the said (1) SRI. DEVASHISH LAHIRI, *son of Late. Pravateswar Lahiri,* ***(2) SMT. NIBEDITA LAHIRI,*** *wife of Sri. Devashish Lahiri, both permanently residing at 384, Parnasree Pally,, P.S. – Parnasree (Previously P.S.- Behala), Post Office – Parnasree, Behala, Kolkata – 700 060, District South 24 Parganas, West Bengal, India and both also presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA do hereby nominate, constitute and appoint SRI AMITAV GANGULY son of late Santi Pada Ganguly, by faith Hindu, by Occupation- Business, residing at 3/1, Porui Kancha Road, Police Station- Behala, Kolkata-700 061, and sole Proprietor of Prime Project Constructions of 423, Parnasree,P.S. Parnasree, Kolkata – 700 060, as our true and lawful attorney and agents for us and in our name and on our behalf to do, execute and perform all or any of the following acts, deeds, things and matters as mentioned hereinafter and the total cost and expenses thereof will be borne and paid by our said attorney and there will be no liabilities of any manner for such expenses on the Owners:*

1. *To develop the said property at K.M.C. Premises no. 25, Parnasree Pally Road No.III. (Parnasree Pally Samavaya*

Samity Plot No. 384), Police Station – Parnasree, Kolkata – 700 060, fully described in the Schedule hereunder written and to construct a building on the said premises in accordance with the plan that is sanctioned by or to be sanctioned by the Kolkata Municipal Corporation.

2. To look after, work, manage, control and supervise the affairs of our said property referred to in the Schedule hereunder written.

3. To engage suitable Architect, Engineers, Surveyors, soil experts and prepare plan orplans for construction of the building on our said property and to sign on our behalf the said plan or plans, drawings, sketches, maps and other relevant documents, declarations and deed of gift etc. as would be necessary for such sanction of building plan and to make necessary payments to the above said persons and to submit the plan/sketches/documents etc. before the Kolkata Municipal corporation for sanction and to deposit fees for sanction and other related expenses from developers own resources and also take back such plan or plans for alteration or modifications and/or amendment or modification thereof and or to re-submit them before competent authorities of the Kolkata Municipal Corporation for sanction in our names and on our behalf and to collect and receive such plan after sanction from the Kolkata Municipal Corporation.

To engage and pay labour contractors for demolition of the old existing building and sell the building materials/debris and articles after the said demolition as per the said agreement between the Owners and the Developer.

To work, manage, control, construct and supervise the construction of the building according to plan sanctioned by the Kolkata Municipal Corporation and as per requirement of the Owners/Purchasers of flats or the nominees of the Developer and for that matter bring, purchase and procure with developers own resources all sorts of building materials and to engage and pay artisans, masons, workers, labourers, carpenters, plumbers, electricians and others for all types of developmental works on the said property.

To appear for and on our behalf before all the concerned and relevant authorities, institutions, Government, Semi Government bodies, Quasi Government Offices, Statutory authorities like the Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Calcutta Electric Supply Corporation, West Bengal State Electricity Board and all local bodies and authorities, Police Stations, Thanas and to sign on our behalf all necessary prayers, petitions, applications and documents and apply for and obtain sanction, permit, license and all other necessary documents and papers, permanent and temporary supply of different kinds of necessary services like water, electricity,

drainage, sewerage, from the above mentioned bodies/offices as may be required for completion of the building or for making the building habitable.

6. *To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning our said property and concerning anything with respect to the said project in which we may be party in any court of civil, criminal, revenue or revisional jurisdiction including special jurisdiction of the High Court under article 226 of the Constitution of India, before Income Tax, Sales Tax authorities and all Government, Semi Government and Quasi – Government offices as mentioned in clause (5), and to sign and all plaints, written statements, accounts petitions, inventories and to accept service of all summons, notices and other judicial processes, to execute any judgment decree or order and to appoint and engage any Solicitor/ Advocate and to sign and execute any vakalatnama or other authority to act and plead.*

7. *To issue forms, brochures, designs, plans and Booklets etc. and invite offer from the intending purchasers for sale of the Flats and or Car Parking Spaces in Developers Allocation and to sell the same to any intending purchasers or purchasers at such price or prices as my said attorney in his absolute discretion think fit and proper and to agree upon and to enter*

into agreement for sale or sales and to execute such agreement and/or to cancel and or repudiate the same.

8. To receive from intending purchaser or purchasers all earnest money and/or advance or advances as also the balance of the purchase money on completion of such sale or sales of the Developer's allocation and to give valid receipt and discharge for the same which will protect the purchaser or purchasers.

9. To issue no objection certificates on our behalf to any intending purchaser/s for taking house building loan from any bank, company, firm or financial institutions against the said proposed flats together with undivided proportionate share in the land to be purchased by such purchasers without creating financial liability on the Owners.

10. To sign, execute, admit execution of and present for registration and register on our behalf all deed of conveyance or conveyances, deed of transfer and other deeds and to sign, execute and register agreement/s for sale in respect of sale of flats, units, car parking spaces, covered and open car parking spaces together with undivided proportionate share of land in Developer's allocation in favour of such purchaser/s before the competent registering authorities in India and to have them registered according to law which we could do the same ourselves.

11. To sign, execute and register all sorts of declarations, undertaking, indemnity and other bonds, deed of gift and

Affidavit in favour of the Kolkata Municipal Corporation, necessary for sanction of the building or any modification thereof with respect to construction of the building on our said property. To manage, control, possess, supervise and maintain all the immovable and movable Property on the said land till the delivery of possession of all flats/apartments to their respective flat owners and to collect maintenance charges from the flat owners.

12. To do any act, deeds or things as to be required to complete the proposed building at K.M.C. Premises No. 25, Parnasree Pally Road No. II, Parnasree Pally Samavaya Samity Scheme Plot No. 384, Parnasree Pally, Ward No. 131 of the Kokata Municipal Corporation, Kolkata – 700 -060 in the manner required by law and to give possession of the flats and car parking spaces, covered spaces or other spaces in Developer's Allocation to the intending purchaser or purchasers.

13. To appoint and engage and pay on our behalf pleaders, advocate and solicitors whenever our said attorney shall think fit and proper to do so to further the construction of the building on the said land in a proper manner and discharge and/or terminate his or their appointment whenever necessary and our said attorney shall bear the total expenses for such actions and activities including payment to others, fees deposits and fine if any.

14. *To withdraw and receive any documents or money from any court, Government bodies, financial institutions, Banks, offices or from any party or parties regarding the said land, building thereupon with respect to the Developer's allocation.*

15. *This Power of attorney shall be valid till the completion of the building and completion of all registration of Deed of transfer/Sale of the Developer's Allocation including the proportionate share of impartible undivided land in the said premises with respect to the units sold in the Developer's Allocation.*

AND *we do hereby ratify and confirm all or whatsoever other act or acts, our said attorney shall lawfully do, execute or perform in connection with the construction of the said building on the said property and also in connection with the sale of flats and car parking spaces in the ground floor in Developer's Allocation in terms of the said agreement under and by virtue of this power of attorney* <u>*NOTWITHSTANDING*</u> *no express power on that behalf hereunder provided*

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT ALL THAT piece and parcel of bastu land measuring 5 Cottahs 03 Chittaks and 38 Sq. feet together with dilapidated structure measuring more or less 400 Sft. standing thereupon lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 together with a structure existing thereon and it is butted and bounded in the following manner:-

ON THE NORTH : Samity Plot No. 386.

ON THE SOUTH : 30 feet wide K.M.C. Road.

ON THE EAST : Samity Plot No. 383.

ON THE WEST : Samity Plot No. 385.

IN WITNESS WHEREOF, *the parties have put their respective hands and and signatures on this the* 12th *day of April' 2022 Two Thousand and Twenty two.*

SIGNED SEALED AND DELIVERED

At Kolkata by the said Owner/Executant in the presence of Witnesses : -

Gunshish Lahiri

Nibedita Lahiri

Signature of the Executant

1. Bikash Chandra Roy
Soonamukhi Krishnagar
Post: Ashuti
P.S. Maheshtala,
24 Parganas (South)
2. Suchandra Dey
34/1, M.B. Road
Kolkata - 700060

Amitav Ganguly

Signature Constituted Attorney

Drafted by :

Arindam Maity
WB/1788/2010

Arindam Maity
Advocate

tificate of Registration under section 60 and Rule 69.

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ume number 1607-2022, Page from 187227 to 187248

ng No 160705416 for the year 2022.

Seal of the Additional District Sub-Registrar, Behala,South 24 Parganas

Digitally signed by SANDIP BISWAS
Date: 2022.04.21 13:48:14 +05:30
Reason: Digital Signing of Deed.

Sandip Biswas) 2022/04/21 01:48:14 PM

DDITIONAL DISTRICT SUB-REGISTRAR

FFICE OF THE A.D.S.R. BEHALA

Vest Bengal.

(This document is digitally signed.)