

03720/23.

I-03741/2023.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 540421

Certified that the Document is Admitted to Registration. The Signature Sheet/Sheets The Endorsement Sheet/Sheets Attached with this Document are the Part of this Document.

Prash
 8/1679246/23
 30/6/23
 MV 20,159,531/-

Prash
 Additional District Sub-Registrar
 Barasat, North 24 Parganas

30 JUN 2023

(30 JUN 2023)

DEVELOPMENT POWER OF ATTORNEY
 AFTER REGISTERED DEVELOPMENT AGREEMENT

THIS INDENTURE is made on this the 29TH day of June, 2023 (Two Thousand and Twenty Three) A.D.

Prash
 Dist. North 24 Parganas
 Barasat
 29.6.23
 Page 2 of 2
 Over - Law Clerk
 I.D. NO. 00001115
 Barasat North 24 Parganas

নম্বর: 5/80 তারিখ: 28/6/2023
 ক্রেতা: A. DUTTA
 গ্রাহক: Adv. Barasat Court
 মূল্য: 100 টকা
 ডেডার: ~~.....~~

বারাসাত কোর্ট
 উত্তর ২৪ পরগণা

ক্রয়ের তারিখ: 28/6/23
 মোট মূল্য: ১০০ টকা
 ট্রেজারী অফিস, বারাসাত
 ডেডার শ্রী সুরভ চাট্টা



Certified that the Document is Admitted to Registration. The Signatures of the Parties are Verified. The Endorsement Sheet is Attached with this Document and is the Part of this Document.

[Signature]
 Additional District Sub-Registrar
 Barasat, North 24 Parganas

(30 JUN 2023)

Additional District Sub-Registrar
 Barasat, North 24 Parganas

30 JUN 2023

Hora Prasad Ghosh.
 S/O- Late- Amrita Lal Ghosh.
 of- Barasat Judge's Court
 P.O. S.P.S. - Barasat
 Dist. North 24 Paraganas
 Kol- 700124
 Occu- Law Clerk
 I.D.NO- 0000714/12
 Barasat Judge's Court.

[Handwritten notes and scribbles]

NOW ALL MEN BY THESE PRESENT **SUBASH CHANDRA DUTTA**, having Permanent Account Number **ADTPD6722C**, having Voter ID No. **CKW1463306**, Son of Sukumar Dutta, by religion – Hindu, by occupation – Business, nationality – Indian, residing at Sreenagar 3 No. gate, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata- 700129, do hereby referred to and called as “APPOINTOR”.

WHEREAS the aforesaid owner namely **SUBASH CHANDRA DUTTA** became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about **4 (Four) Cottah 7(Seven) Chittak 28(Twenty Eight) Sq.Ft.** more or less in physical measurement **4 (Four) Cottah 6(Six) Chittak 12(Twelve) Sq.Ft.** more or less, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property, being Plot Nos. **6A&7A, 6B&7B, 6C&7C :**

I. **1 (One) Cottah 8(Eight) Chittak** comprised in scheme **Plot No. 6A&7A & 2 (Two) Cottah** comprised in scheme **Plot No. 6B&7B**, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property;**15(Fifteen) Chittak 28(Twenty Eight) Sq.Ft.** comprised in scheme **Plot No. 6C&7C;**

A total area of land **4 (Four) Cottah 7(Seven) Chittak 28(Twenty Eight) Sq.Ft.** more or less in physical measurement **4 (Four) Cottah 6(Six) Chittak 12(Twelve) Sq.Ft. more or less**, togetherwith a single storied residential Pucca building measuring an area about **770 (Seven Hundred Seventy) Sq.Ft.** more or less standing thereon with a concrete boundary wall over and around landed property, being Plot No. **6A&7A, 6B&7B, 6C&7C**, Nature of land **BASTU**, comprised in Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 2121/1 (in the name of SUBHAS CHANDRA JANA) & L.R. Khatian No. 1864/1 (in the name of SRINIBAS JANA @ SRINIBAS CHANDRA JANA)**, lying and situated at pargana - Anowarpur, J.L. No. 52, Mouza - HUMAIPUR, Touzi No. 146, Re. Suv. No. 56, within the municipal limit of Madhyamgram Municipality, in **Ward No. 8(New)**, under **Holding No. 12 of Sreenagar 1 No. Road**, under P.S. - Barasat now Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto, specifically described in the First Schedule below, by dint of a Deed of Conveyance registered on 07-06-2022 in the office of A.D.S.R.O., at Barasat, being no. 04256 of the year 2022, which is recorded in Book No. I, Volume No. 1503-2022, Pages from 170679 to 170704 from one **SUBHAS CHANDRA JANA & SRINIBAS JANA @ SRINIBAS CHANDRA JANA** and seized and possessed over the same peacefully without any encumbrances.

AND

WHEREAS the aforesaid owner namely **SUBASH CHANDRA DUTTA** became the sole and absolute owner of **ALL THAT** piece and parcel of BASTU land measuring about **04 (Four) Cottah 05 (Five) Chittak 08(Eight) Sq.Ft.** more or less, togetherwith a two storied building i.e. (900 Sq.Ft. on the Ground Floor and 700 Sq.Ft. on the First Floor) total measuring about 1600 Sq.FT. be the sme and little more or less, comprised in R.S. Dag No. 532 corresponding to L.R. Dag No. 830, under R.S. Khatian No. 166 corresponding to **L.R. Khatian No. 1975**, lying and situated at J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 8, under **Holding No. 11 of Sreenagar Gate No. 1**, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto, specifically described in the Second Schedule below, by dint of a Deed of Conveyance registered on 07-06-2017 in the office of Addl. Sub-Registry Office, at Barasat, being no. 03427 of the year 2017, which is recorded in Book No. I, Volume No. 1503-2017, Pages from 87335 to 87354 from one **SAMIR RANJAN GHOSH** and seized and possessed over the same peacefully without any encumbrances.

AND WHEREAS while in peaceful possession in the aforesaid landed property said **SUBASH CHANDRA DUTTA** recorded its name in the office of B.L. & L.R.O. in **L.R. Dag No. 830** under **L.R. Khatian No. 7210 (in the name of SUBASH CHANDRA DUTTA) & L.R. Khatian No. 5440 (in the**

name of SUBASH CHANDRA DUTTA) and which is finally published accordingly and also mutated its name in the records of Madhyamgram Municipality and seized and possessed over the same peacefully without any encumbrances.

AND WHEREAS thus said **SUBASH CHANDRA DUTTA** became the owner of the aforesaid landed property and while in peaceful possession they demolished all the existing building/structure standing upon his landed property and duly vacated the schedule landed property and also amalgamated his two Holdings under Madhyamgram Municipality by executing a Deed of Amalgamation on 20-03-2023 registered in the office of A.D.S.R.O., Barasat, being No. 01641 for the year 2023, recorded in Book-I, Volume No. 1503-2023, Pages from 53178 to 53198 and duly recorded his name in the **Amalgamated Holding No. 11 of 1 No. Sreenagar, under Ward No. 8(New)**, within the local limits of Madhyamgram Municipality which is free from all encumbrances and seized and possessed over the same, which is free from all encumbrances.

AND WHEREAS thus the present land owner became the absolute owner of **ALL THAT** piece and parcel of BASTU land measuring about in real physical calculation **8 (Eight) Cottah 11(Eleven) Chittak 20(Twenty) Sq.Ft.**, more or less, with a concrete boundary wall over and around landed property, comprised in R.S. Dag No. 532 corresponding to **L.R. Dag No. 830**, under R.S. Khatian No. 166 corresponding to L.R. Khatian No.

-:6:-

1975, 2121/1 & 1864/1 corresponding to present **L.R. Khatian No. 7210 (in the name of SUBASH CHANDRA DUTTA) & L.R. Khatian No. 5440 (in the name of SUBASH CHANDRA DUTTA)**, lying and situated at J.L. No. 52, Mouza – HUMAIPUR, Touzi No. 146, Re. Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 8, under **Amalgamated Holding No. 11, of Sreenagar No. 1**, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O. - Barasat, District- North 24 Parganas, TOGETHERWITH all types of easement rights alongwith all right, title and interest annexed thereto and peacefully seized and possessed over the same.

AND WHEREAS while in peaceful possession the present appointer herein i.e. **SUBASH CHANDRA DUTTA**, having Permanent Account Number **ADTPD6722C**, having Voter ID No. **CKW1463306**, Son of Sukumar Dutta, by religion – Hindu, by occupation – Business, nationality – Indian, residing at Sreenagar 3 No. gate, P.O. and P.S.- Madhyamgram, District – North 24 Parganas, Kolkata- 700129, expressed their desire to develop the said land by constructing a multi storied building thereupon but paucity of fund and lack of experiences are the main hurdle to embody their cherish desire to dispel the said infringement, they approached the Developer namely **“S.P.D. CONSTRUCTION AND DEVELOPERS”** having Permanent Account Number **AEZFS4772C**, a partnership firm, having its office at Shree Krishna Cinema Hall, P.O.- Badu, P.S.- Madhyamgram, kolkata – 700155, represented by its signatory authority of the firm on behalf of the other partners namely **SRI SHYAM PRASAD DUTTA**, having Permanent Account

Number **AEYPD7073C**, Aadhaar No. **5660 2298 4305**, having Voter Id No. **CKW4091500**, Son of Late Sukumar Dutta, by religion – Hindu, Nationality – Indian, by occupation – Business, residing at 3 No. Sreenagar, P.O. and P.S.-Madhyamgram, District – North 24 Parganas, Kolkata – 700129, to develop the said land and building by constructing a proposed multi-storied building and entered into an Development Agreement, which was duly registered on 30-06-2023 before the A.D.S.R.O., North 24 Parganas at Barasat and recorded in Book- I, Volume No.- 1503-2023, being No. 03738 for the year 2023 and with so many covenants morefully mention therein but most note worthy covenant is that the develop / construct multi storied building on the schedule below property at the cost of the Developer.

AND WHEREAS the appointer is too busy regarding his personal matter and also have no experience/expertise regarding construction so I do hereby appoint, nominate and constitute **SRI SHYAM PRASAD DUTTA**, having Permanent Account Number **AEYPD7073C**, Aadhaar No. **5660 2298 4305**, having Voter Id No. **CKW4091500**, Son of Late Sukumar Dutta, by religion – Hindu, Nationality – Indian, by occupation – Business, residing at 3 No. Sreenagar, Post Office and Police Station –Madhyamgram, District – North 24 Parganas, Kolkata – 700129, i.e. one of the partner and signatory authority of the firm **“S.P.D. CONSTRUCTION AND DEVELOPERS”** having Permanent Account Number **AEZFS4772C**, a partnership firm, having its office at Shree Krishna Cinema Hall, Post Office - Badu, P.S.- Madhyamgram, kolkata – 700155, as my lawful true attorney

for and on behalf of ourself to do the following acts things deeds here under written.

1. To look after the schedule property, manage and maintain my development work.
2. To enter into the schedule property either alone or along with others for the purpose of proposed development work and for such purpose to make feasible building plan revised / modified building plan of the proposed building, sign and submit the same on my behalf and get it sanctioned by the Madhyamgram Municipality at his cost and take responsibilities to construct the proposed multistoried building upon the schedule property according to the said proposed sanction plan.
3. To appoint Engineer, contractor and labour for construction of the said multistoried building and to make payment to them.
4. To supervise the development work in respect of the new construction and to carry out and or to get carried out through contractors, sub-constructor, Architects and surveyor as may be required by the said Attorney for construction of the proposed building and structure on the schedule property.
5. To carry on correspondence with and represent me before all concerned authorities in connection with the development of my schedule property.
6. To approach different authorities and offices for the purpose of obtaining various permission and sanctions and other service connections including water and electricity for carrying out and completing the development work on the schedule property.

7. To collect all building materials at their cost, expenses, risks and responsibilities for such construction.

8. To do all other acts, deeds, matters and things in respect of the schedule property for the purpose of the said development work there upon including mutation etc.

9. To enter into agreements for sale or transfer of the different portions of the Developer's Allocation of the said proposed building with intending purchaser and on such terms and conditions at such consideration / price as the said Attorney may at their absolute discretion deemed fit and proper as per the agreement in writing between the land owner and developer and intending purchaser, except owner's allocation.

10. To sell transfer, demise all or any of the flats, shops, garage, spaces unites etc. of the developer's allocation along with proportionate share or interest in the land comprising the premises on which the said building is built excluding the owner's allocation to different persons on ownership, except owner's allocation.

11. To appear for me and on my behalf in all courts, L.A. Collector Madhyamgram Municipality. B.L. & L.R.O., Police Authorities.

12. To appoint – advocate, give instruction, adduce written statement, oral evidence, plaint and to take all necessary steps concerning the schedule below property if circumstances warrants.

13. To present any such conveyance or conveyances for registration to admit execution and receipt consideration, before District sub Registrar, Additional District Sub Registrar having authority for and to have the said