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# DEVELOPMENT

## POWER OF ATTORNEY

AFTER REGD. DEVELOPMENT AGREEMENT No. I-020601207/2020 of A.D.S.R. DURGAPUR

TO ALL TO WHOM THESE PRESENTS SHALL COME I.

SRI PRATAP SANKAR GHOSH [PAN No.AONPG8912N] s/o Late Shailendra Mohan Ghosh, by faith - Hindu, by

Development Power of Attorney "Mondal Construction."

Page 1 of 11



পশ্চিমবাল पश्चिम वंगाल WEST BENGAL

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occupation-Business, Indian Citizen, Indian Citizen, resident of-Zonal Market Colony, Bidhannagar, P.O.-ABL, P.S.-New Township, Dist.-Paschim Barddhaman, W. B., Pin-713206,

Hereinafter called as the "Landowner", do hereby SEND GREETINGS:

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#### WHEREAS:

- A. I have seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring an area of land 4.125(Four point One Two Five) Decimal more or less 2.5(Two point Five)Katha, in the Dist.-Paschim Barddhaman, under P.S.-New Township, within Mouza-Tetikhola, J.L. No.96(now 111), R.S. Khatian No.14(Fourteen), L.R. Khatian No. 1358(Thirteen Hundred Fifty Eight), R.S. Plot No.16(Sixteen), L.R. Plot No.148(One Hundred Forty Eight), by virtue of Regd. Sale Deed vide No.1-1456/1992 of A.D.S.R. Durgapur, which is hereinafter more fully mentioned in the "First Schedule", and hereinafter called as "said property".
- B. MONDAL CONSTRUCTION, a proprietorship concern, carrying on business at RN 12, S.S.B. Sarani, Bidhannagar, P.O.-Bidhannagar, P.S.-NTPS, Dist.-Paschim Barddhaman, W.B., Pin-713212, (being represented by its' proprietor; **Sri Shibu Mondal** [PAN No. AIKPM2950P], son of Late Prafulla Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, residing at A4/1, Vill.-Arrah Kalinagar, P.O.-Arrah, Durgapur-12, P.S.- Kanksa, Dist.-Paschim Barddhaman, 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 Asansol Durgapur Development Authority and/or

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any other concern Authority/Authorities, but due to paucity of funds and lack of sufficient time & experience, I am not able to take any necessary steps for the said development work, and, as such I (the Landowner) have entered into Regd. Development Agreement vide No.I-020601207 of 2020, with the said Developer, for the development construction works at the schedule mentioned property, on the terms & conditions having been settled by & between the parties after mutual discussion.

D. In as much as it is became not possible for me, and also will not be possible for me to look after day to day affairs in connection with the development construction works at the said property, and it is became also not possible for me to present in all occasions, everywhere for the said development construction works at the "said property", as such I desire to engage/appoint; SRI SHIBU MONDAL [PAN No.AIKPM2950P], S/o Late Prafulla Mondal, by faith-Hindu, by occupation-Business, Indian Citizen, resident of A4/1, Arrah Kalinagar, P.O.-Arrah, P.S.-Kanksa, Durgapur, Dist.-Paschim Barddhaman, (W.B.), Pin-713212, being Proprietor of MONDAL CONSTRUCTION, a proprietorship concern, carrying on business at RN 12, S.S.B. Sarani, Bidhannagar, P.O.-Bidhannagar, P.S.-NTPS, Dist.-Paschim Barddhaman, W.B., Pin-713212, i.e. the said Developer, as my true and lawful attorney, on my behalf for the purposes hereinafter contained.

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#### NOW KNOW ALL MEN BY THESE PRESENTS I.

SRI PRATAP SANKAR GHOSH [PAN No.AONPG8912N] s/o Late Shailendra Mohan Ghosh, by faith-Hindu, by occupation-Business, Indian Citizen, Indian Citizen, resident of-Zonal Market Colony, Bidhannagar, P.O.-ABL, P.S.-New Township, Dist.-Paschim Barddhaman, W. B., Pin-713206,

i.e. the "Landowner" do hereby nominated, constituted and appointed, SRI SHIBU MONDAL [PAN No.AIKPM2950P], S/o Late Prafulla Mondal, Indian Citizen, resident of A4/1, Arrah Kalinagar, P.O.-Arrah, P.S.-Kanksa, Durgapur, Dist.-Paschim Barddhaman, (W.B.), Pin-713212, being Proprietor of MONDAL CONSTRUCTION, a proprietorship concern, carrying on business at RN 12, S.S.B. Sarani, Bidhannagar, P.O.-Bidhannagar, P.S.-NTPS, Dist.-Paschim Barddhaman, 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 our behalf, i.e. to say:

- 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 Asansol Durgapur Development Authority and/or any other concern Authority / Authorities, and/or any change or addition or alteration

My Role

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.

- 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.

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 our/our said Attorney may think fit and proper and to give receipts for same.
- 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 our 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/parkings/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.

to same

- 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 our/our 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 DMC 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 our said Attorney holder has got sole & exclusive right for development construction work at the schedule mentioned property i.e. the said property, but no title or

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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 Executant.

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 our 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 our said Attorney.

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

ALL THAT piece & parcel of land in the Dist.-Burdwan(now Paschim Barddhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at Mouza - Tetikhola( J.L. No.96 (now 111), R.S. Khatian No.14(Fourteen), and L.R. Khatian No.1358(Thirteen Hundred Fifty Eight),

Bango.

R.S. Plot No.16(Sixteen), L.R. Plot No.148(One Hundred Forty Eight), measuring an Area of Land- 4.125(Four point One Two Five)

Decimal and/or 2.5(Two point Five) Katha, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is recorded as Baid, & proposed to be use as Bastu for Residential Purpose.

#### Butted and Bounded as follows:-

North: 8' feet wide Pucca Road & R.S. Plot No. 16(P).

South: Land of Amala Ghosh.

East : Land of Suresh Ruidas.

West : 12' feet wide Pucca Road.

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 30th day of September, 2020 at Durgapur.

#### WITNESSES:-

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Realth Sarkar Shorth

Signature of the Executant

MONDAL CONSTRUCTION

Proprietor

Signature of the Attorney Holder

Drafted by me and computerized at our office as per instruction of the Executant, read over & explained by me, and also identified by me,

Debabrata Biswas. Advocate

Durgapur Court, City Centre

abrata Dango

Enrollment No. W.B. W.B./686/2010

#### consture. Colour passport size photograph, finger prints of both the hands of the Parties

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# INCOME TAX DEPARTMENT



GOVT. OF INDIA

PRATAP SANKAR GHOSH
SHAILENDRA MOHAN GHOSH
66/07/1971
Permanent Account Number

AONPG8912N

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Rahul Barri





#### Major Information of the Deed

and No:	I-0206-04318/2020	Date of Registration	30/09/2020					
query No / Year	0206-8001164574/2020	Office where deed is registered						
Query Date	21/09/2020 1:32:25 PM	0206-8001164574/2020						
Applicant Name, Address & Other Details	Debabrata Biswas Durgapur Court, City Centre, Thana: 713216, Mobile No.: 9476230460, S							
Transaction		Additional Transaction						
[0138] Sale, Development F Development Agreement	Power of Attorney after Registered	[4308] Other than immo Agreement [No of Agree	vable Property, ment : 1]					
Set Forth value		Market Value						
Rs. 1/- Stampduty Paid(SD) Rs. 60/- (Article:48(q))		Rs. 14,23,125/- Registration Fee Paid						
					Rs. 14/- (Article:E, E)			
		Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 020601207/2020					

#### Land Details :

District: Burdwan, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Tetikhola, Pin Code : 713212

Sch Plot Khatian Land Use Area of Land SetForth Market Ot Other Details

No	Number	Number	Proposed	ROR		Value (In Rs.)	Value (in the )	tacath of Approach
manufa (year	The second second	LR-1358	Bastu	Baid	4.125 Dec	1/-		Width of Approach Road: 20 Ft. Adjacent to Metal Road., Project Name
-	Grand	Total :			4.125Dec	1/-	14,23,125 /-	

Principal Details:

SI	Name,Address,Photo,Finger print and Signature				
1	Name	Photo	Finger Print	Signature	
	Mr PRATAP SANKAR GHOSH (Presentant ) Son of Late SHAILENDRA MOHAN GHOSH Executed by: Self, Date of Execution: 30/09/2020 , Admitted by: Self, Date of Admission: 30/09/2020 ,Place : Office			Quality Sarkon First.	
		30/09/2020	LTI 30/09/2020	32/05/2020	

# Details as per Land Record

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LR Plot No:- 148, LR Khatian No:- 1358	Plot & Khatian Number	BILLOWSHI'L C'O'- IACM LOWINSHIP, A
Owner:গ্রতাপ শংকর ঘোষ, Gurdian:শৈলেন্দ্রমোই ঘো, Address:বিধাললগর , দূর্গাপুর Classification:বাইদ, Area:0.04000000 Acre,	Details Of Land	Burdwan, F.O. INGW IOWIISHIP, Glaim Fanchayar, JEMOA, Mouza, Telikhola, Fin Code
Owner Name not selected by applicant.	Owner name in English as selected by Applicant	letiknola, Pin Code. / 13212

### Endorsement For Deed Number : I - 020604318 / 2020

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

Partha Bairaggya ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

On 30-09-2020

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 12:30 hrs on 30-09-2020, at the Office of the A.D.S.R. DURGAPUR by Mr PRATAP SANKAR GHOSH , Executant.

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

Execution is admitted on 30/09/2020 by Mr PRATAP SANKAR GHOSH, Son of Late SHAILENDRA MOHAN GHOSH, ZONAL MARKET COLONY, BIDHANNAGAR, P.O. ABL, Thana: New Township, , City/Town: DURGAPUR, Burdwan, WEST BENGAL, India, PIN - 713206, by caste Hindu, by Profession Business

Indetified by Mr Rahul Bauri, , , Son of Nepal Bauri, Vill Shankarpur, P.O: Arrah, Thana: New Township, , Burdwan, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1982 ) [Representative]

Execution is admitted on 30-09-2020 by Mr SHIBU MONDAL, PROPRIETOR, MONDAL CONSTRUCTION, RN 12, S.S.B. SARANI, BIDHANNAGAR, P.O.- BIDHANNAGAR, P.S.- New Township, Durgapur, District -Burdwan, West Bengal, India, PIN - 713212

Indetified by Mr Rahul Bauri, , , Son of Nepal Bauri, Vill Shankarpur, P.O. Arrah, Thana: New Township, , Burdwan WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 14/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 60/- and Stamp Duty paid by Stamp Rs 60/-Description of Stamp

Stamp: Type: Impressed, Serial no 8597, Amount: Rs.50/-, Date of Purchase: 30/09/2020, Vendor name: Pradip Kr

 Stamp: Type: Impressed, Serial no 8598, Amount: Rs.10/-, Date of Purchase: 30/09/2020, Vendor name: Pradip Kr Panja

Partha Bairaggya ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR

Burdwan, West Bengal

volume number 0206-2020, Page from 103478 to 103499 being No 020604318 for the year 2020.



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Digitally signed by PARTHA BAIRAGGYA Date: 2020.10,15 13:00:34 +05:30 Reason: Digital Signing of Deed.

(Partha Bairaggya) 2020/10/15 01:00:34 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)