2-1395/23

भारतीय गेर न्यायिक

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Rs. 100

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भारत INDIA INDIA NON JUDICIAL

পশ্চিম তেগ पश्चिम बंगाल WEST BENGALIO

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ADS.K. Durmen

22 FEB 2023

# DEVELOPMENT

### POWER OF ATTORNEY

AFTER REGD. DEVELOPMENT AGREEMENT No. I-230609086/2021 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:

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Development Power of Attorney "Mondal Construction."

Page 1 of 10

SIND 6682 Date 17/02/13
Solo Suresh Ruidas
Address Dungapun-12
Value of Stansp. Long.
Date of Perchase of the stamp
Peper from Treadury
Name of the Treesury from Durgagur
Stateger Sommath Chatterles Stamp Vendar
A.D.S.R. Office, Durgapur-10 Licence No1/2015-17
Add. Dies.
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Addl. Dist. Sub-Registrar Ourgapur, Paschim Basthaman

22 FEB 2028

#### 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 4(Four) Katha more or less 6.6(Six point Six)Decimal, in the Dist.-Paschim Bardhaman, under P.S.-New Township, within Mouza-Tetikhola, J.L. No.96(now 111), R.S. Khatian No.460(Four Hundred Sixty), L.R. Khatian No.1665(Sixteen Hundred Sixty Five), R.S. Plot No.17(Seventeen), L.R. Plot No.149(One Hundred Forty Nine), by virtue of Regd. Sale Deed vide No.I-09725/2012 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], [Aadhar No.728934740688] 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 any other concern Authority/Authorities, but due to paucity of funds and lack of sufficient time & experience, I am not

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able to take any necessary steps for the said development work, and, as such I (the Landowners) have entered into a **Regd. Development Agreement videNo.I-020609086 of 2021**, which was registered at A.D.S.R. Durgapur on 23/11/2021, with the said Developer, for the development construction works at the schedule mentioned property, on the terms & conditions having been settled by & between us.

D. In as much as it is becoming not possible for us, and also will not be possible for us to look after day-to-day affairs in connection with the development construction works at the said property, and it is becoming also not possible for us to present in all occasions, everywhere for the said development construction works at the "said property", as such I desire to engage/appoint the said Developer herein, as my true and lawful attorney, on my behalf for the purposes hereinafter contained.

### 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, SRI SHIBU MONDAL [PAN No.AIKPM2950P], [Aadhar No.728934740688], 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

Copper Side

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 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.

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, in respect of Developer's Allocation, 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/allocation only, in accordance with the Regd. Development Agreement in respect of the "said property", as I do the same, if personally present.
- 6) To consolidate, manage & transfer developer's allocated share/ allocation, in accordance with the Regd. Development Agreement in

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- respect of the said property, for such consideration as my 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 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.

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- 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 Barddhaman), P.S.-New Township, within the area of Jemua Gram Panchayat, at Mouza - Tetikhola(応じて可), J.L. No.96(now 111),

R.S. Khatian No.460(Four Hundred Sixty), and L.R. Khatian No.1665(Sixteen Hundred Sixty Five),

R.S. Plot No.17(Seventeen), L.R. Plot No.149(One Hundred Forty Nine), measuring an Area of Land-4(Four) Katha more or less 6.6(Six point Six) Decimal, under Jemua Gram Panchayat, B.L.&L.R.O. Faridpur-Durgapur, and the Land is recorded as Danga, & proposed to be use as Bastu for Residential Purpose.

#### Butted and Bounded as follows:-

North: Land of Mrityunjoy Rej.

South: R.S. Plot No.17(P).

East: 16' Feet Wide Pucca Road.

West: Land of Pratap & Amala Ghosh.

A separate sheet has been annexed to this deed containing the signature, fingers print and photographs of the Landowners & 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 22<sup>nd</sup> day of February, 2023 at Durgapur.

#### WITNESSES:-

1. Rahul Bausei

4T-Nepal Bausei

Sham Kanput

Aszeh

Owegoput-12

SIO-BASUDEBPAL DOIP-19 Sweet Ruids

SIGNATURE OF LANDOWNER

MONDAL CONSTRUCTION

Proprietor

SIGNATURE OF 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. Advocate Durgapur Court, City Centre

Enrollment No. W.B./686/2010

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mature, colour passport size photograph, finger prints of both the hands of the Parties eft Hand Right Hand Middle Little Signature:-Signature, Colour passport size photograph, finger prints of both the hands of the Parties Right Hand Little Signature:-Signature, Colour passport size photograph, finger prints of both the hands of the Pierties Left Hand Right Hand Photo Thumb Fore Middle Ring Little Signature:-Signature, Colour passport size photograph, finger prints of both the hands of the Parties Left Hand Right Hand Photo Thumb Fore Middle Ring Little Signature:-

## Major Information of the Deed

ged,No:	The state of the s	i the Deed	
Query No / Year	I-2306-01395/2023	Date of Registration	22/02/2023
Query Date	2306-8000284507/2023	Office where deed is re	Con Amineten
ATTACA CALL CONTRACTOR OF THE PARTY OF THE P	02/02/2023 6:01:34 PM	A D.S.R. DURGAPUR, District Paschim	
Applicant Name, Address		Bardhaman	District: Paschim
& Other Details	DURGAPUR COURT Drang - During		
Transaction	Mobile No.: 7908705176, Status Ad	lvocate	Promiser, WEST BEITGA
[0138] Sale. Development I Development Agreement	Power of Attorney after Registered	Additional Transaction	
Set Forth value			
Rs. 1/-		Market Value	
Stampduty Paid(SD)		Rs. 20,49,300/-	
Re 100 (A to		Registration Fee Paid	
Rs. 100/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks	Development Power of Attorney after No/Year]:- 230609086/2021		agreement of [Deed

#### Land Details:

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

Sch No	The second second second	Khatian Number		Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
L1	LR-149 (RS :-)	LR-1665	Bastu	Danga	4 Katha	1/-	20,49,300/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
	Grand	Total:			6.6Dec	1/-	20,49,300 /-	

Name	Photo	Finger Print	Signature
Mr SURESH RUIDAS (Presentant ) Son of Mr SANATAN RUIDAS Executed by: Self, Date of Execution: 22/02/2023 Admitted by: Self, Date of Admission: 22/02/2023 Office			5-n.s. R. B
0.000000	33,60,3633	ARRAH, P.S:-New T	22/02/077

Attorney	Detai	s:
LASTER LINE B.	The Party of the P	100

Name, Address, Photo, Finger print and Signature SI No

Executed by: Self, Date of Execution: 22/02/2023

Admitted by: Self, Date of Admission: 22/02/2023 ,Place: Office

MONDAL CONSTRUCTION

RN 12, S.S.B. SARANI, BIDHANNAGAR., City:- Durgapur, P.O:- BIDHANNAGAR, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN - 713212, PAN No.:: Alxxxxxx0P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:	Repre	esenta	tive 1	Detail	S	÷
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Name	Photo	Finger Print	Signature
Mr SHIBU MONDAL Son of Late PRAFULLA MONDAL Date of Execution - 22/02/2023, Admitted by: Self, Date of Admission: 22/02/2023, Place of Admission of Execution: Office			14
A4/1, ARRAH KALINAGAR,, (	Feb 22 2823 1:30PM	LTI 22/92/2023	22)92128923

Bardhaman, West Bengal, India, PIN:- 713212 Citizen of: India, , PAN No.:: Alxxxxxx0P, Aadhaar No: 72xxxxxxxx0688 Status : Representative, Representative of : MONDAL CONSTRUCTION (as PROPRIETOR)

me DALIDI	Photo	Finger Print	Signature
RAHUL BAURI of NEPAL BAURI oge:- SHANKARPUR, P.O:- ARRAH, -New Township, District:-Paschim dhaman, West Bengal, India, PIN:- 212	***		Resour
	22/02/2023	22/02/2023	22/02/2023

Trans	fer of property for L1		
SI.No	From	To, with area (Name-Area)	
1	Mr SURESH RUIDAS	MONDAL CONSTRUCTION-6.6 Dec	

Land Details as per Land Record

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

Sch	Plot & Khatian	Township, Gram Panchayat: JEMUA, N Details Of Land	as selected by Applicant
No	Number	No. of the strength	Mr SURESH RUIDAS
L1	LR Plot No:- 149, LR Khatian No:- 1665	Owner:মুরেশ কুইদাম, Gurdian:মনাড্য , Address:মিজ , Classification:ডাঙ্গা, Area:0.07000000 Acre,	

Endorsement For Deed Number : I - 230601395 / 2023

. m 03-02-2023

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 20.49,300/-

Austandal

Santanu Pal ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

On 22-02-2023

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 11:26 hrs on 22-02-2023, at the Office of the A.D.S.R. DURGAPUR by Mr SURESH RUIDAS , Executant.

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

Execution is admitted on 22/02/2023 by Mr SURESH RUIDAS, Son of Mr SANATAN RUIDAS, 18A/1, TETIKHOLA., P.O. ARRAH, Thana: New Township, City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN 713212, by caste Hindu, by Profession Business

Indetified by Mr RAHUL BAURI, , , Son of NEPAL BAURI, P.O: ARRAH, Thana: New Township, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

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

Execution is admitted on 22-02-2023 by Mr SHIBU MONDAL, PROPRIETOR, MONDAL CONSTRUCTION, RN 12, S.S.B. SARANI, BIDHANNAGAR,, City:- Durgapur, P.O:- BIDHANNAGAR, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

Indetified by Mr RAHUL BAURI, . , Son of NEPAL BAURI, P.O: ARRAH, Thana: New Township, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs. 100.00/-Description of Stamp

 Stamp: Type: Impressed, Serial no 6682, Amount: Rs.100.00/-, Date of Purchase: 17/02/2023, Vendor name: SOMNATH CHATTERJEE

(Sentembel

Santanu Pal

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 2306-2023, Page from 24048 to 24064 being No 230601395 for the year 2023.



Digitally signed by SANTANU PAL Date: 2023.02.23 12:52:51 +05:30 Reason: Digital Signing of Deed.

Lentembel

(Santanu Pal) 2023/02/23 12:52:51 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)