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II 170/23

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AP 176737

26/04/2023

Q- 30010384 1/2023

7-20 P.M.

Certified thet the document is admitted the Registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas
27 APR 2023

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on this the 26th Day of April 2023

7-20 P.M.
26/4/23

3028

Sold to Lumbarmen Wood Pvt Ltd
Address 1/1a Vansittart Row Kol-1
Value 100

18 APR 2023

18 APR 2023

L.S.V., High Court
Abhijit Sarkar
High Court, A.S

Bijay Padia

3478

Bijay Padia

3479

Kumar Chid Patra

3486

Identified by me
Sunita Patra
w/o Sibdas Patra
37, Kanta Pukur Lane
Kadamtala, Howrah- 711101
P.O- Kadamtala. PS- Bantra

(Seal: Office of the Distt. Sub-Registrar IV, South 24-Parganas, Alipur, Kol-27)

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

26 APR 2023

BY

Keshar Chand Padia, son of Late Dwarka Das Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87,Southern Avenue, Kolkata – 700 029, P.O. Sarat Bose Road, P.S. Tollygunge having Income Tax PAN No. **AIKPP4911F** and Aadhar No. **710785887742** hereinafter referred to as "the **OWNER**";

AND

Vijay Padia, Director of Lumberman Wood Private Limited, son of Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87, Southern Avenue, Kolkata – 700 029, P.O. Sarat Bose Road, P.S. Tollygunge having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095** has been nominated as the true and lawful attorney by the Owner, hereinafter referred to as "the **ATTORNEY**".

WHEREAS:

A. The said SRI KESHAR CHAND PADIA became the absolute owner of all that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9 described in the SCHEDULE hereinbelow (hereinafter referred to as the "said property") by virtue of the said Deed of Gift being no. 14562 for the year 2012 along with Deed being nos. No. 8999 for the year 2009; being No. 8762 for the year 2009; being No. 1586 for the year 1981 and being No. 8780 for the year 2009 and Deed of Gift being no. 1681 for the year 2016

B. The said SRI KESHAR CHAND PADIA entered into a Development Agreement dated 26.04.2023 with LUMBERMAN WOOD PRIVATE LIMITED for development of the said property.

C. That the said SRI KESHAR CHAND PADIA being in possession of 30 cottahs 3 chattak 5 sq. ft. of land of land hereny further appoint Mr. Vijay Padia, a director of Lumberman Wood Pvt. Ltd., as his Attorney.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I the **OWNER** hereby nominate, constitute Vijay Padia, son of Keshar Chand Padia, by faith Hindu, by occupation business, residing at 87, Southern Avenue, Kolkata – 700 029, as my true and lawful Attorney to act for me and in my name and do all necessary acts, deeds and things in connection with the "Said Property", more particularly described in Schedule hereunder written, that is to say:—

1. To defend, manage and maintain the said property.

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2. To demolish, pull down, construct, reconstruct, repair, improve upon or otherwise develop the Said Property or any part or portion thereof in accordance with the prevailing rules and regulations in such manner as the said Attorney may deem fit and for that purposes to sign and execute all necessary assurances, writings, letters, agreements etc., thereof.

3 To appear and represent the Owner before any Notary Public, Registrar of Assurances, District Registrar, Sub – Registrar or any other officer or officers having jurisdiction and to present for registration and have registered all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the said property or any part thereof and admit execution thereof.

4. To negotiate with the intending buyer or buyers for selling out the construted apartments in the said property.

5. To enter into Agreement for Sale, Deed of Conveyance, transfer or otherwise in respect of the said property or part of it at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.

6. To sign, execute, present and register any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of said property or part of it and to present the same for registration before the registering authority and to admit the execution thereof. The sale proceeds shall be deposited in the bank account of Lumberman Wood Pvt. Ltd.

7. To collect and receive of and from the acquirers/occupants or purchasers of the said property price and/or consideration as aforesaid and also to receive and collect or demand the rent and maintenance charges from the tenants/ acquirers/occupants and to sign and execute and/or give proper and lawful discharge for the said receipts.

8. To clear all statutory revenue, municipal taxes and other outgoings including cesses, any other taxes, surcharge on the said property till the date of execution of any conveyance deed and to mutate the name of the purchaser in all public and statutory records and to clear all other statutory dues from the concerned departments as and when required.

9. To sign, execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.

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10. To commence prosecute enforce defend answer and oppose all actions and proceedings concerning the said property or any part thereof including those relating to acquisition and/or requisition in which the Owner are now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.

11. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.

12. To sign, affirm and verify plaint, petition, written statements, tabular statements, review, revisions, affidavit, declarations, memorandum of appeal or any other paper or pleadings inclusing applications under Article 226 of the Consitution of India in any suit action or proceedings relating to the said property or any part thereof.

13. To sign all applications, forms, papers, undertakings, indemnities, authorities terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any of such authorities and to receive back the same and pass valid receipts and to take and give oral and written statements before any such authorities or persons whomsoever, as may from time to time be required by the authorities concerned.

14. Be it expressly stated that this Power of Atorney does not create or constitute or assume any kind of transfer, enjoyment or making any profit in favour of the Attorney and further declare that the said Attorney shall not hereby obtain or have power of development work on such property. All the receivable will be paid back to the owners and all payable will be borne by the owners. There has been no monetory transaction between the Owners and the Attorney.

AND GENERALLY to do all acts and things concerning the powers herein conferred in respect of the said property which the owner could have done lawfully under their own hands if present personally. And I the said Owner do hereby agree ratify and confirm all acts, deeds and things whatsoever and the said Attorney shall do and/or cause to do in accordance herewith.

AND WE DO HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorney and accordingly the said Attorney shall be entitled to exercise independently of each other the powers conferred upon them.

AND WE DO HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the property by virtue of these presents.

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AND We do hereby declare that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per the Agreement with the Developers as per rules and regulations of the Panchayats/Rajpur Sonarpur Municipality and the transfer and/or conveyance of the constructed apartments and/or units in the said property in favour of the ultimate transferee.

SCHEDULE

ALL THAT THE piece or parcel of land containing 30 Cottahs 3 Chattaks 5 Sq.ft. being situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S, R.S. & L.R. No.9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 432, Holding No. 125, Uttar Kumrakhali, Ward No.27, under Rajpur-Sonarpur Municipality, P.S. Narendrapur, District – South 24-Parganas and butted and bounded in the manner mentioned hereunder:

On the North	:	By C.S. Dag No. 7;
On the South	:	By Fountain Exotica;
On the East	:	By NSC Bose Road;
On the West	:	By C.S. Dag No. 8.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withnamed Owner at Kolkata
Mr. Keshar Chand Padia

Keshar Chand Padia

who has also put his finger prints in the presence of:

1. Pawan Kumar Nathany
85, Elliot Road, Kolkata-700016
2. Manish Kumar Kissani.
BE-154, Sec 1, Saltlake Kol-64

SIGNED SEALED AND DELIVERED by the withnamed Attorney at Kolkata
Mr. Vijay Padia
Director
Lumberman Wood Private Limited

Lumberman Wood Pvt. Ltd.
Vijay Padia
Director

who has also put his finger prints in the presence of:

1. Sujay Dutta - 54, Pathbari Lane, Kol-700035
2. Dipak Mondal
35, R.M.N. Chowdhury St
Kol-700036

Drafted by,
Sayan Banerjee,
Advocate, (F/3949/2022)
High Court at Calcutta

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