

প্रশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 28/11

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DEVELOPMENT POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, 1) SRI SWAPAN KUMAR GHOSH (AADHAAR NO. 9215 5524 4509 & PAN NO. AEFPG0980G & MOBILE NO. 96369 61620), son of Late Durgadas Ghosh, by occupation -Retired Person, AND 2) SMT.ARCHANA GHOSH (AADHAAR NO. 8000 0539 6016 & PAN NO. AASPG1844Q & MOBILE NO. 63349 06732), wife of Swapan Kumar Ghosh, by occupation: Housewife, both by faith Hindu, both by Nationality: Indian, both are residing at 28/1, S.N Roy Road, 4th Floor, Flat No. H, Kolkata-700038, Post Office-Sahapur, Police Station Behala, in the District: 24 Parganas (South) West Bengal, India, hereinafter jointly called and referred to as the "PRINCIPALS".

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

> > District Sub-Register-II Alipore, South 24-Pargunes

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#### :: SEND GREETINGS ::

WHEREAS We, the Executants/Executrix herein being the absolute joint OWNERS of the property morefully mentioned in the SCHEDULE hereto do hereby appoint, nominate and constitute Nominate, Constitute and Appoint to UST CONSTRUCTIONS (PAN: AAEFU0695H) a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the PARTNER and AUTHORIZED SIGNATORY of the said Firm namely - MR. SOURAY ROY. (PAN: ALHPRO226K) (AADHAAR NO. 4264 6400 6708) (MOBILE NO. 9674675024) son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, as our Constituted Attorney on our behalf to do inter-alia, the following acts deeds and things in the SCHEDULE hereto as Our true and lawful in connection with the development of the said property in pursuance of the said Development Agreement as mentioned below:-

AND WHEREAS one Sachindra Nath Chatterji son of Late Harendra Nath Chatterji resident of 321, Kabir Road, P.S. Tollygunge, Calcutta took Permanent Mourashi Mukrari lease of the land along with other lands measuring about 28 Bigha. 3 Cottahs and 14 Chittaks, more or less, lying situate and comprised in Khatian Nos. 299, 302, 381, 382, 384 386, 414/1, 414/2 being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 473/1043, Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1079, J.L. No. 8, Mouza: Sahapur, Pargana-Magura, within Police Station: Behala, Sub-Registry Office Alipore, District - 24 Parganas, comprised within the Touzi No. 93 and 101 of the Collectorate of 24 Parganas from one Babu Ahidhar Chosh of 98, Beltola Road Bhowanipore, Calcutta which was executed and registered on 28th September 1946 and recorded in Book No. 1, Volume No. 53, Pages 5 to 15, Being Deed No. 2686 for the year 1946 registered in the Registration Office at Alipore, in the District: South 24 Parganas.

AND WHEREAS: the said Sachindra Nath Chatterji while being seized and possessed of the above mentioned land made various developments to the said land measuring 28 Bighas, 3 Cottahs and 14 Chittaks more or less by dividing the same into a number of small plots together with roads, paths and pathways therewith in terms of the layout of the South Suburban Municipality now under Ward No. 119 of the Kolkata Municipal Corporation.

AND WHEREAS: by virtue of an Indenture executed on 17th day of May 1947 duly registered at Sub-Registrar Office at Alipore and recorded in Book No 1, Volume No. 27, Pages 214 to 219, Being Deed No. 1507, for the year 1947 one Sanjib Kumar Bose became the owner of ALL THAT piece and parcel of Permanent Mourashi Mukrari land containing an area of more or less 3 Cottahs, 1 Chittak, 15 Sq. Ft. of land (the said plot of Land, hereinafter) out of an area of 9.32 Acre measuring more or less 28 Bigha 3 Cottahs and 14 Chittaks of land comprised in Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2, being Dag Nos. 473, 474/1041, 475/1042, 472/1058, 471/1059, 476/1043, 471/1060, 471, 475, 476, 474 472 470, 476/1079, J.L. No.8, Mouza - Sahapur Pargana - Magura, within Police Station: Behala, Sub-Registry Office at Alipore South 24 Parganas comprised within Touzi No. 93 and 101 of the Collectorate of 24 Parganas being the part of C.S. Plot 476 in the Khatian No. 302 of the R/R;



District Sub Registrar-II Alipore, South 24 Parganes 2 8 NOV 2023 AND WHEREAS: the said Sri Sanjib Kumar Bose while seized and possessed of the said plot Land transferred on the 19th day of July 1955 by way of an Irrevocable Gift the said plot of Land containing an area of more or less 3 Cottahs 1 Chittak 15 Sq. Ft to and in favour of one Sri Durgadas Ghosh, son of Late Anadi Nath Ghosh, by a Deed of Gift which was registered at the Sub-Registrar office at Alipore and recorded in Book No 1, Volume No. 88, Pages from 179 to 181, Being Deed No. 5382 for the year 1955.

AND WHEREAS: after receiving the said plot of land by the strength of the aforesaid Deed of Gift on 19th day of July 1955 as stated before Sri Durgadas Ghosh built a two storied permanent residential structure building at his cost and expenses, in terms of the Sanctioned Building Plan being No. 10035 dated 29th day of August 1957 from the South Suburban Municipality now Kolkata Municipal Corporation which came to identified and recorded as municipal Premises No. 169, S. N. Roy Road, Kolkata – 700038, Police Station: Behala now New Alipore, more fully described in the Schedule – A. property hereunder written.

AND WHEREAS: the said Sri Durgadas Ghosh while in possession and enjoyment of the First Schedule property hereunder written died intestate on 22<sup>nd</sup> day of September 1972 leaving behind him his legal heirs and successors viz. his widow Smt. Mamata Ghosh, two sons viz. Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh and one married daughter viz. Smt. Swapna Mitra who became the joint owners each having undivided 1/4<sup>th</sup> share over the First Schedule property as per provision of the Dayabhaga Schools of Hindu Law of Succession Act. 1956 and continued in uninterrupted possession and enjoyment of the said First Schedule property hereunder written.

AND WHEREAS: the said Smt. Mamata Ghosh while in possession and enjoyment the said First Schedule property died intestate on 22<sup>nd</sup> day of October 2020 leaving behind as her only legal heirs and successors, viz., two sons viz., Sri Sadhan Kumar Ghosh and Sri Swapan Kumar Ghosh and one married daughter viz. Smt. Swapna Mitra who have become the joint owners each having undivided 1/3<sup>rd</sup> Share over the said First Schedule property and have been in continuous possession and enjoyment of the same.

AND WHEREAS: the said Sri Sadhan Kumar Ghosh, Sri Swapan Kumar Ghosh and Smt. Swapna Mitra being seized possessed and well sufficiently entitled to the said <u>First Schedule</u> property got their names mutate and recorded in the Assessment - Collection Department of the Kolkata Municipal Corporation in respect of the said <u>First Schedule</u> property as Premises No. 169, S. N. Roy Road, Kolkata - 700038, Police Station: New Alipore, vide Assessee No. 41-119-10-0131-3 under the Municipal Ward No. 119 and are regularly paying all rates and taxes thereon.

AND WHEREAS: thereafter said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra the <u>VENDORS</u> therein for their own considerations and purposes decided to sell and transfer against valuable consideration their respective individual undivided 1/3rd Share aggregating to undivided 2/3rd Share of the said <u>First Schedule</u> property (the entire property) unto and in favour of their full blood brother and his wife i.e. Sri Swapan Kumar Ghosh & Smt. Archana Ghosh the <u>PURCHASERS</u> therein who jointly approached to Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra with the offer to purchase the undivided aggregate 2/3rd Share of the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra and the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra agreed to sell and the Sri Swapan Kumar Ghosh & Smt.

Archana Ghosh agreed to purchase the undivided aggregate 2/3<sup>rd</sup> Share of the Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra in the said <u>First Schedule</u> property hereunder written.

AND WHEREAS while thus the said Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra, become the joint owners of ALL THAT the undivided impartible 2/3rd Shares of the Sri Sadhan Kumar Ghosh and Smt. Swapna Mitra under the entire property as described in the First Schedule herein before written that is to say the undivided Bastu Land admeasuring about 2 (Two) Cottahs 40 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft., be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 2/3rd Shares of the STRUCTURE under the entire property as undivided Covered Area ad-measuring about 866.66 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor TOGETHER WITH all common areas under the said premises and the aforesaid PROPERTY, they jointly sold, transferred and conveyed their undivided impartible 2/3rd Shares of the aforesaid property together with the right of easement of all passages adjacent to the property including all sorts of right use and enjoy all common parts adjoining to the aforesaid property along with all its common facilities, utilities and easement etc. in favour of their full blood Brother said SRI SWAPAN KUMAR GHOSH and their Sister-in-law said SMT. ARCHANA GHOSH, by way of a registered Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS thus said SRI SWAPAN KUMAR GHOSH and said SMT. ARCHANA GHOSH have got jointly undivided 2 (Two) Cottahs 40 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft., be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 2/3rd Shares of the STRUCTURE under the entire property as undivided Covered Area ad-measuring about 866.66 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor TOGETHER WITH all common areas under the said premises and the aforesaid PROPERTY, by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS thus said SRI SWAPAN KUMAR GHOSH, have got individually undivided 1 (One) Cottah 20 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft., be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3rd Shares of the STRUCTURE under the entire property as undivided Covered Area ad-measuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650

Sq. ft. Covered Area on the First Floor TOGETHER WITH all common areas under the said premises and the aforesald PROPERTY. by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. 1, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023 AND also have got absolutely undivided 1 (One) Cottah 20 Sq. ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. ft., be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata – 700038, Post: Sahapur, within Police Station: New Alipore, in the District – 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3rd Shares of the STRUCTURE under the entire property as undivided Covered Area admeasuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor TOGETHER WITH all common areas under the said premises and the aforesaid PROPERTY, be the same a little more or less, by way of inheritance from his predeceased as per provision of the Dayabhaga Schools of Hindu Law of Succession Act. 1956.

AND WHEREAS thus said SMT. ARCHANA GHOSH, have got individually undivided 1 (One) Cottah 20 Sq. Ft. out of 3 (Three) Cottahs 1 (One) Chittak 15 Sq. Ft., be the same a little more or less at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas South under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 TOGETHER WITH undivided impartible 1/3rd Shares of the STRUCTURE under the entire property as undivided Covered Area ad-measuring about 433.33 Square Feet out of 1300 Square Feet Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor TOGETHER WITH all common areas under the said premises and the aforesaid PROPERTY, by the strength of the aforesaid Deed of Conveyance, which was duly registered on 17th day of August, 2023, in the office of the District Sub-Registrar II at Alipore, recorded in Book No. I, Volume No. 1602-2023 at Pages 400935 to 400956, being Deed No. 1602-11927 for the year 2023.

AND WHEREAS: the said SRI SWAPAN KUMAR GHOSH and said SMT. ARCHANA GHOSH, being jointly seized possessed and well sufficiently entitled to the said PROPERTY, got their names mutate and recorded in the Assessment - Collection Department of the Kolkata Municipal Corporation in respect of the said property as Premises No. 169, S. N. Roy Road, Kolkata - 700038, Police Station: New Alipore, vide Assessee No. 41-119-10-0131-3 under the Municipal Ward No. 119 and are regularly paying all rates and taxes thereon, which is morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter called and referred to as the "SAID PROPERTY", free from all encumbrance, attachments, liens and lispendences.

AND WHEREAS the Parties of the First Part and the <u>Owners</u> herein intend to develop the said land at the said premises and being unable to develop the said land at the said Property and looking for a Developer with experience who will be able to formulate a scheme for development of the said Property into Residential Project and disposal of the same which would be their mutual advantage and thus have agreed with the <u>Developer</u> to develop the same by erecting new building thereon consisting of several Flats and Other Spaces as per to be Plan to be sanctioned and/or approve by the Kolkata Municipal Corporation on the term and conditions contained herein.

AND WHEREAS accordingly the Owners/First Parties herein approached the Developer/Second Party herein to construct the "BUILDING" on the said entire property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the Owners/First Parties have agreed to undertake the development work on the said <u>PLOT OF LAND</u> after the demolition of the existing tenanted structure standing thereon and as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

**AND WHEREAS** to avoid future complications the parties hereto of this Development Agreement have agreed and enter into this <u>DEVELOPMENT AGREEMENT</u> by incorporating the terms and conditions of the Development of the said premises which are as follows:-

AND WHEREAS accordingly the Owners/Principals herein approached to <u>UST CONSTRUCTIONS</u> a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the <u>PARTNER</u> and <u>AUTHORIZED</u> <u>SIGNATORY</u> of the said Firm namely - <u>MR. SOURAV ROY</u>, son of Mr. Subrata Roy, residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, in the District: 24 Parganas (South) West Bengal, India, the <u>PEVELOPER</u> herein to construct the "<u>BUILDING</u>" on the said property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation after demolition of the existing Building standing thereon.

<u>AND WHEREAS</u> the <u>Developer</u> after discussion with the **Owners** have agreed to undertake the development work on the said plot of land as per Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation after demolition of the Existing Building standing thereon.

AND WHEREAS We, 1) SRI SWAPAN KUMAR GHOSH, son of Late Durgadas Ghosh, AND 2) SMT.ARCHANA GHOSH, wife of Swapan Kumar Ghosh, both are residing at 28/1, S.N Roy Road, 4th Floor, Flat No. H, Kolkata-700038, Post Office-Sahapur, Police Station Behala, in the District: 24 Parganas (South) West Bengal, India, being the joint Owners of the aforesaid Property have agreed to the said proposal of the Developer in respect of the said Property absolutely executed and registered a Development Agreement, dated 23rd day of November, 2023, vide Book No. 1, Volume No. 1602-2023, Pages from 599919 to 599964, being Deed No. 1602-16613, for the year 2023, in the office of the District Sub-registrar II at Alipore, 24 Parganas (South) and the terms and conditions agreed between us written therein.

NOW know by these presents We, 1) <u>SRI SWAPAN KUMAR GHOSH</u>, son of Late Durgadas Ghosh, <u>AND</u> 2) <u>SMT.ARCHANA GHOSH</u>, wife of Swapan Kumar Ghosh, both are residing at 28/1, S.N Roy Road, 4th Floor, Flat No. H, Kolkata-700038, Post Office- Sahapur, Police Station Behala, in the District: 24 Parganas (South) West Bengal, India, <u>U.S. T. CONSTRUCTIONS</u> a Partnership Firm having its registered Office at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata – 700038, in the District: 24 Parganas (South) West Bengal, India, duly represented by its one of the <u>PARTNER</u> and <u>AUTHORIZED SIGNATORY</u> of the said Firm namely - <u>MR. SOURAY ROY</u>, son of Mr. Subrata Roy,

residing at 67/1, S. N. Roy Road, Post: Sahapur, Police Station: New Alipore, Kolkata-700038, In the District: 24 Parganas (South) West Bengal, India, as our Constituted Attorney on our behalf to do inter-alia, the following acts deeds and things in the SCHEDULE hereto as our true and lawful ATTORNEY in connection with the development of the said property in pursuance of the aforementioned Development Agreement:-

- To look after work, manage, control and supervise the affairs of our said undivided property referred to in the Second Schedule hereunder written on our behalf.
- 2. To appoint plan maker or architect to prepare a Building plan, revised Building Plan if any for construction of building on our said property and to sign on our behalf in the said plan and all drawings sketches, maps and other relevant documents, declarations and deed of Gifts, if any, in favour of The Kolkata Municipal Corporation as would be necessary for such sanction and to submit the same before The Kolkata Municipal Corporation for sanction, to deposit sanction fee and other fee for plan and for alteration, amendment and/or modification thereof and/or to re-submit the same before the competent authorities of The Kolkata Municipal Corporation for sanction in our names and on our behalf and to collect and receive such Building plan or Building Plans after sanction from The Kolkata Municipal Corporation.
- 3. To supervise the construction of the building or Buildings at Municipal Premises No. 169, S. N. Roy Road, Kolkata 700038, Post: Sahapur, within Police Station: New Alipore, in the District 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata 700038, Post: Sahapur, within Police Station: New Alipore, in the District 24-Parganas (South), more fully and particularly described in the Schedule hereunder written.
- 4. To plan, work, manage, control and supervise the construction of the building at the aforesaid premises according to the building plan to be sanctioned by The Kolkata Municipal Corporation and for that matter bring, purchase and procure all sorts of building materials, electrical and sanitary fittings and fixture and to engage plan makers, designers, architects, engineers, artisans and masons and workmen for the said purpose.
- 5. To appear and Sign for and on Our behalf before the appropriate authorities of The Kolkata Municipal Corporation, Calcutta Improvement Trust, Calcutta Metropolitan Development Authority, the C.E.S.C Ltd. and any local and/or statutory authorities and all Govt./Semi Govt./Quasi Govt. offices and police stations and to sign on our behalf all necessary forms, applications, petitions and documents and apply for and obtain sanction, permit, license and all other necessary documents and papers, permanent and temporary supply of services from the above mentioned bodies/offices as may be required for completion of the building for making the building habitable.
- 6. To appear for and represent us before the B.L.&L.R.O., D.L.& L.R.O., Collectorate, Sub Divisional Officer, Kolkata Municipal Corporation, Housing Board, all courts, any Magistrate, Judge, Munsif, C.E.S.C., Pollution Control Board, West Bengal Fire Service, Airport Authority of India, before any police station, and all Government offices, Commissioners of any Division in all matters and relating to our property or its affairs, represent us before all concerned authorities for all purpose as the Owners of the said premises and in connection with all matters relating thereto and for that purpose to sign, and execute all necessary papers and documents in our names and on our behalf.

- 7. 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 or concerning special jurisdiction of the High Court under Article 226 of the Constitution of India, before Income Tax, Sales Tax authorities and to sign and verify all plaints, written statements, accounts, petitioners, inventories 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.
- 8. To issue forms, brochures, designs, plans and booklets etc. and invite offer from intending Purchaser/s, applicant/s for sale of flat/s, car parking Space/s or other spaces if any, to any intending Purchaser or Purchasers.
- 9. To enter into Agreement or Agreements with the intending Purchaser or Purchasers for the sale of Flats, within the Developer's Allocation of the Building as mentioned in the Schedule in the said Development Agreement to be constructed on the said premises and to receive the consideration and/or advance money from intending purchaser or purchasers and also the balance of consideration money on completion of such sale or sales for the sale of Flats, within the Developer's Allocation of the Building and give valid receipt and discharge for the same.
- 10. To do soil testing, excavation and all other necessary works as be deemed necessary and expedient for construction and for completion of the proposed building at the said premises/property.
- 11. To construct Building on the said plot of land or any amalgamated plot of land as per Building Plan to be obtained from The Kolkata Municipal Corporation.
- 12. To apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerage and/or power to the said building required for the use and enjoyment of the building and to sign all such applications/forms and documents as shall be required for the said purpose.
- 13. To issue No-Objection Certificate to any Purchaser/s for taking house building loan from any Bank, Company/Firm, Financial Institution or person against the Flats, within the **Developer's Allocation** of the Building to be purchased by such Purchaser/s without creating any financial liability to the Owners for the same.
- To file and defend any or all suits, cases, appeals, complainants and applications of whatsoever manner or nature for and on our behalf that is to be instituted and/or preferred against us in respect of the said property or any portion thereof, which is more fully described in the Schedule written hereunder or any portion thereof and also to present and prosecute writ applications or petitions in respect thereof in any manner relating to the said property described in the Schedule hereunder written in any Court of Law and to appear, file and defend any case or cases whatsoever manner or nature before any judicial Authority and/or Quasi-Judicial Authority in respect of the Schedule mentioned property written hereunder and/or the said premises.
- 15. To sign and verify all plaints, written statements, petitions, objections, cross objections, claims, counter claims, applications for executions, revisions, review new trial or stay of whatsoever manner or nature, memorandum of appeal and generally to do all other acts, deeds and things related to above matter, proceedings for and on our behalf as the said Attorney in his absolute discretion shall think fit and proper in respect of the Schedule mentioned property.

- 16. To sign and receive registered with A/D letter and/or articles and/or any other documents of whatsoever nature in respect of the said premises and/or property written in the Schedule herein below and to grant proper effectual receipt or receipts in respect thereof.
- 17. To present for any Conveyance or Conveyances for registration, to admit execution and receipt of consideration before the District Sub-Registrar or Addl. District Sub-Registrar or Registrar of Assurances Kolkata having authority for and to have the said conveyance registered and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the Flats or Car Parking Spaces, in respect of the Units and/or other constructed areas in the buildings in the Said Property to any intending Purchaser or Purchasers as fully and effectually in all respect as could do the same by the Landowner in respect of the Developers' Allocation.
- 18. To Present of Deed of Gift for Amalgamation, Deed of Exchange for amalgamation and present for registration the same before the registering authority for others contiguous Property or Properties of my/our Schedule Property.
- 19. To sign, execute, admit, execution of and present for registration and register Sale Deed, Deed of Conveyance, Release Deed, Exchange Deed, Mortgage Deed, Deed of Gift for amalgamation and all Deed of Conveyance or Conveyances or Agreement on my/our behalf in respect of Sale of the Flats, within the Developer's Allocation of the building to be constructed on the said premises as mentioned in the Schedule below in favour of the intending Purchaser/Purchasers before competent Registering Authority and have them registered according to law which I/we could do the same be ourselves.
- 20. To effect mutation or separation, and/or amalgamation with any adjacent land in the department of revenue, Kolkata Municipal Corporation and to sign all applications and objections in our names and on my/our behalf.
- 21. To compromise, compound or withdraw cases, or be non-suited to refer to arbitration all disputes and differences if it is all required.
- 22. To sign and execute Deed of Gift or Deed for Amalgamation, Deed of Gift of Strip of Land, Corner Area or other documents as required by the Kolkata Municipal Corporation or other authority for optimum FAR utilization of said land.
- 23. To enter into any Agreement For Sale or Transfer or any other documents and/or to execute Conveyance for sale of flat on completion of the building and to do execute sign, verify any other documents, with or in favour of any intending Purchaser/Purchasers for sale or transfer of flat/(s) and/or two/four wheeler parking space/(s) along with undivided proportionate share of land attributable to that flat/(s) and two/four wheeler parking space/(s) or any further additional area part and portion thereof and to present them before the Registering Authority and other authorities and have the documents executed and registered in accordance with law on my/our behalf and to receive earnest money, any part payment including the entire sale proceeds from the intending Purchaser Or Purchasers and to give valid receipt and discharge for the same in respect of Developer' Allocation.
- 24. That by virtue of this Power of Attorney my/our said appointed Attorney shall have the absolute right and liberty to issue no objection certificate and sign or execute all other documents on our behalf to any intending Purchaser/s for his/her/their proposed Flat, Car Parking Spaces under the proposed New Building for mortgaged of undivided proportionate share in the aforesaid property or any part and portion thereof before any Nationalized

Bank, or Private Bank or any Financial Institutions and to sell the aforesaid property or any part thereof at any price or consideration as my/our said Attorney think fit and better.

- 25. That by virtue of this Power of Attorney our said appointed Attorney shall have the absolute right and liberty to issue no objection certificate and sign or execute all other documents as required for the purpose availing financial assistance by the Developer.
- 26. To delegate all or any of the powers authorities and liberties hereunder vested and to appoint any substitute/s limited to any one or more purposes, as he shall from time to time deem necessary on that behalf.
- 27. Be it expressly stated that this Power of Attorney shall revoked with consent both the parties and/or valid till the Entire Flats And or Car Parking Spaces of the said Project in respect of the Developers' Allocation at the said premises Will Be Sold Out by the Developer provided the Developer shall comply the terms and conditions of agreement executed on even date.
- 28. All other power/s as may be necessary to perform any obligation under registered agreement executed on even date.

<u>AND GENERALLY</u> to do all acts, deeds and things in connection with the aforesaid property or any thereof and for better exercise of the Authorities herein contained which we could have lawfully done under our own hand and seal, if personally present.

<u>AND</u> we do hereby ratify and confirm all or whatsoever other act or acts our said Attorney shall lawfully do execute or perform or caused to be done and executed or performed in connection with the said property morefullty mentioned in the Schedule below or any portion thereof under and by virtue of this **Power of Attorney** which we could do ourselves if we were personally present.

### SCHEDULE ABOVE REFERRED TO: (TOTAL PROPERTY)

ALL THAT a piece and parcel of BASTU LAND measuring about 3 (THREE) COTTAHS 1 (ONE) CHITTAK 15 (FIFTEEN) SQ. FT. be the same a little more or less TOGETHER WITH a Two Storied Pucca Structures (Cemented Floors and 63 years old Structures) covering 1300 SQUARE FEET Covered Area in two Floors as 650 Sq. ft. Covered Area in the Ground Floor and 650 Sq. ft. Covered Area on the First Floor together with all common areas appurtenant therewith at Premises No. 169, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) under KMC Ward No.119, being Municipal Assessee No. 41-119-10-0131-3 having its Postal Address as P-96, S. N. Roy Road, Kolkata - 700038, Post: Sahapur, within Police Station: New Alipore, in the District - 24-Parganas (South) The said Premises being butted and bounded in the manner following, that is to say:-

ON THE NORTH : By 111, S. N. Roy Road.

ON THE SOUTH : By 16' Feet Wide KMC Road.

ON THE EAST : By Housing Complex.

ON THE WEST : By 75/47, S.N. Roy Road.

IN WITNESS WHEREOF We, the Principals herein set and subscribed our hands and Seals on this the 28% day of November, in the year Two Thousand and Twenty Three, 2023.

### SIGNED, SEALED & DELIVERED

by the PRINCIPALS in presence of:

### WITNESSES:

1. Jaydeep Blotteclayer 47. V. C. Das load, KOL- 34

2. Topas Manna 2/1, u.c. Road, Vol-34

Swapanne Grosh.

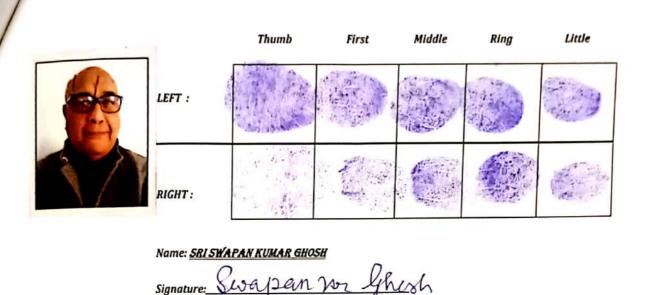
PRINCIPALS

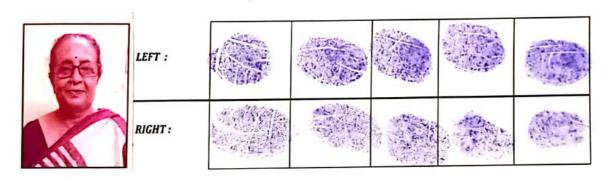
**UST** Constructions

ATTORNEY

Drafted by me as per documents produc Or referred to me by the Principals: -

re Julges' Court, Kulkata: 700027,





Name: SMT. ARCHANA GHOSH Signature:



Name: SRI SOURAY ROY Signature:



## **Government of West Bengal**

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS, District Name : South 24-Parganas Signature / LTI Sheet of Query No/Year 16028002894737/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI	Name of the Executant	Category	DL-4-	Finger Print	Signature with date
1	Mr SWAPAN KUMAR GHOSH 28/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-Behala, District:-South 24- Parganas, West Bengal, India, PIN:- 700038	Principal			Surpan von Uhrah 28/4/2023
SI	Name of the Executant	Category	Dhata	Finger Print	Signature with date
2	Smt ARCHANA GHOSH 28/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India,	Principal			Archana 81.7 28/11/2023
s		Category	No.	Finger Print	Signature with date
No		Represent ative of Attorney [U S T CONSTR UCTIONS			Laureauling 28/11/2013

Query No:-16028002894737/2023, 28/11/2023 12:45:17 PM SOUTH 24-PARGANAS (D.S.R. - II)

Name and Address of identifier	ldentifler of	Photo	Finger Print	Signature with date
Mr TAPAS MANNA Son of Mr GOLAK MANNA 2/1, K.C. ROAD, City:-, P.O:-	Mr SWAPAN KUMAR GHOSH, Smt ARCHANA GHOSH, Mr SOURAV ROY			7ns Manns 28/11/2023
BEHALA, P.S:- Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Tapus 28/

(Suman Basu)
DISTRICT SUBREGISTRAR
OFFICE OF THE D.S.R. -I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Page 3 of 3

### Major Information of the Deed

1112	I-1602-16777/2023	Date of Registration	29/11/2023	
Deed No :	1602-8002894737/2023	Office where deed is re	egistered	
Query No / Year		B B B II SOUTH 24 P	ARGANAS, District: South	
Query Date	24/11/2023 5:07:55 PM	24-Parganas	AITO/IIIIIO, DI	
Applicant Name, Address & Other Details	ASOKE DAS ,Thana : Alipore, District : South 24- 9433255454, Status :Advocate		, Mobile No. :	
Transaction		Additional Transaction	Markey Bridge	
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered		NAME OF THE PARTY	
Set Forth value		Market Value		
Set Forth value		Rs. 83,70,002/-		
	The second secon	Registration Fee Paid		
Stampduty Paid(SD)	10 · 10 · 10 · 10 · 10 · 10 · 10 · 10 ·	Ps. 39/- (Article:E, M(b),)		
Rs. 50/- (Article:48(g))		in leamont /	areement of IDeed	
Remarks	Development Power of Attorney after No/Year]:- 160216613/2023 Receive issuing the assement slip.(Urban area	, , , , , ,	om the applicant for	

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone: (Buro Shibtala Main Road -- Rest), Premises No: 169, Ward No: 119 Pin Code: 700038

Sch	Plot	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Value (In Rs.)	Width of Approach
No L1	Number	Number	Bastu	3 Katha 1 Chatak 15 Sq		Road	Road: 16 Ft., , Project Name :
				5.0875Dec	0 /-	74,92,502 /-	

Ctruck	ture Details :		5 W1		Other Details	
Sch	Structure	Area of	Setforth Value (In Rs.)	Market value (In Rs.)	Other Betails	
No	Details	Structure		8.77,500/-	Structure Type: Structure	
S1	On Land L1	1300 Sq Ft.	0/-	8,77,5007	Oliveria (7)	

Gr. Floor, Area of floor: 650 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 650 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

		to the first of th	
Total: 130	0 sq ft 0 /-	8,77,500 /-	

Principal Details :

SI	Name,Address,Photo,Finger print and Signature
1	Mr SWAPAN KUMAR GHOSH Son of Late DURGADAS GHOSH 28/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizer of: India, PAN No.:: AExxxxxx0G, Aadhaar No: 92xxxxxxxx4509, Status:Individual, Executed by: Self, Date of Execution: 28/11/2023 , Admitted by: Self, Date of Admission: 28/11/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 28/11/2023 , Admitted by: Self, Date of Admission: 28/11/2023, Place: Pvt. Residence
2	Smt ARCHANA GHOSH Wife of Mr SWAPAN KUMAR GHOSH 28/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AAxxxxxx4Q, Aadhaar No: 80xxxxxxxx6016, Status:Individual, Executed by: Self, Date of Execution: 28/11/2023 , Admitted by: Self, Date of Admission: 28/11/2023, Place: Pvt. Residence  Residence  Pvt. Residence

Attorney Details :

SI	Name,Address,Photo,Finger print and Signature
1183	U S T CONSTRUCTIONS 67/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, PAN No.:: AAxxxxxxx5H,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

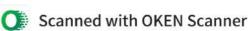
SI No	Name,Address,Photo,Finger print and Signature
	Mr SOURAV ROY (Presentant) Son of Mr SUBRATA ROY 67/1, S N ROY ROAD, City:-, P.O:- NEW ALIPORE, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6K, Aadhaar No: 42xxxxxxxx6708 Status: Representative, Representative of: U S T CONSTRUCTIONS (as PARTNER AND AUTHORIZED SIGANTORY)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TAPAS MANNA Son of Mr GOLAK MANNA 2/1, K.C. ROAD, City:-, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034			
Identifier Of Mr SWAPAN KUMAR GH	OSH, Smt AR	CHANA GHOSH, Mr	SOURAV ROY

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Trans	fer of property for L1	
	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR GHOSH	U S T CONSTRUCTIONS-2,54375 Dec
2	Smt ARCHANA GHOSH	U S T CONSTRUCTIONS-2.54375 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR GHOSH	U S T CONSTRUCTIONS-650.00000000 Sq Ft
2	Smt ARCHANA GHOSH	U S T CONSTRUCTIONS-650.00000000 Sq Ft

#### Endorsement For Deed Number : I - 160216777 / 2023

### On 24-11-2023

### 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 83,70,002/-

Suman Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

#### On 28-11-2023

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 18:20 hrs on 28-11-2023, at the Private residence by Mr SOURAV ROY,.

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

Execution is admitted on 28/11/2023 by 1. Mr SWAPAN KUMAR GHOSH, Son of Late DURGADAS GHOSH, 28/1, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Retired Person, 2. Smt ARCHANA GHOSH, Wife of Mr SWAPAN KUMAR GHOSH, 28/1, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife

Indetified by Mr TAPAS MANNA, , , Son of Mr GOLAK MANNA, 2/1, K.C. ROAD, P.O. BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-11-2023 by Mr SOURAV ROY, PARTNER AND AUTHORIZED SIGANTORY, U.S.T. CONSTRUCTIONS, 67/1, S N ROY ROAD, City:-, P.O:- SAHAPUR, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Indetified by Mr TAPAS MANNA, . . Son of Mr GOLAK MANNA, 2/1, K.C. ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Law Clerk

Suman Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-**PARGANAS** 

South 24-Parganas, West Bengal

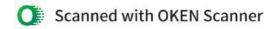
#### On 29-11-2023

# 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.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39.00/- (E = Rs 7.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 39.00/-



### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 345745, Amount: Rs.50.00/-, Date of Purchase: 10/07/2023, Vendor name: A K Samajpati

Your

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 604206 to 604227 being No 160216777 for the year 2023.



Your

Digitally signed by Suman Basu Date: 2023.11.29 16:22:32 +05:30 Reason: Digital Signing of Deed.

(Suman Basu) 29/11/2023 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.

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