

SL No - 3499/2024

I - 3370/2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL 8. 8001741064/2024 AP 919615

05.07.2024  
 01:20 PM

Certificate that the document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the part of this document.

Adtl. District Sub-Registrar  
 05/07/24

Sub-Registrar  
 Purulia

DEVELOPERS POWER OF ATTORNEY  
 After Registered Development Agreement

1. Date 5<sup>th</sup> day of July 2024
2. Place: Purulia
3. Parties

Sri Sanjay Kumar Agarwal

(2)

- 3.1 M/s Purulia Bottling Pvt. Ltd., PAN - AAFCP7490M, a company incorporated under The Companies Act 1956 or 2013, as the case may be, having its regd. office at Shree Krishna Chamber, 2<sup>nd</sup> Floor, Room No. 13B, 78 Bentinck Street, Kolkata - 700 001, and its local office at Vill. & P.O. Lagda, P.S. Purulia (Muff.), Dist. Purulia, West Bengal, represented by its Director **Sri Sanjay Kumar Agarwal**, PAN - ACTPA5078K, son of **Late Gopal Prasad Agarwal**, residing at Balarampur, P.O. Rangadih, P.S. Balarampur, Dist. Purulia, West Bengal, PIN - 723143. (**Grantor**, includes successors-in-interest and/or assigns).

And

- 3.2 M/s Getwell Retails LLP, PAN - AAQFG9003R, a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its regd. office at 78 Bentinck Street, 2<sup>nd</sup> Floor, Block - B, Room No. - 13B, Kolkata - 700 001, represented by its Designated Partner **Sri Ajay Kumar Agarwal**, PAN - ACTPA5079J, son of Gopal Prasad Agarwal, residing at Flat No.-7J, Narkeladanga Main Road, Kadapara, Kankurgachi, Kolkata, West Bengal-700054 (**Attorney**, includes successors-in-interest and/or assigns).

**NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:**

#### 4. Background

- 4.1 **Ownership of Mother Property:** Smt. Saroj Singhania, Sri Pravin Kejriwal, Smt. Sarika Jeloka, Smt. Sunita Kedia, Smt Sushila Bajaj, Smt. Aruna Dharnidharka and Smt. Kiran Chaucharia, were the lawful and joint owners of landed properties admeasuring measuring 19 (nineteen) Cottah, 2 (two) chhataks, more or less, with structures thereon & Sri Arjun Prasad Kejriwal was the lawful owner of landed properties comprised admeasuring measuring 3 (three) Cottah, 10 (ten) chhataks, more or less, with structures thereon in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghobpur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah (**Mother Property**).

Saraj Singhania

(3)

4.2 **Absolute Ownership of Sri Deepak Kejriwal:** By virtue of seven several Deed of Sales on 08/04/1999 registered at A.D.S.R. Office, Purulia, out of which 1/7th share purchased by Deed No. 2410 from the rightful owner Smt. Saroj Singhania, wife of Sri Sushil Singhania and 1/7th share purchased by Deed No. 2411 from the rightful owner Sri Pravin Kejriwal, son of Late Saligram Kejriwal and 1/7th share purchased by Deed No. 2412 from the rightful owner Smt. Sarika Jeloka, wife of Sri Shambhunath Jeloka and 1/7th share purchased by Deed No. 2413 from the rightful owner Smt. Sunita Kedia, wife of Sri Ashok Kedia and 1/7th share purchased by Deed No. 2414 from the rightful owner Sushila Bajaj, wife of Ashok Bajaj and 1/7th share purchased by Deed No. 2415 from the rightful owner Smt. Aruna Dharnidharka, wife of Sri Bijoy Dharnidharka and 1/7th share purchased by Deed No. 2416 from the rightful owner Smt. Kiran Chaucharia, wife of Sri Suresh Chaucahria and some part of land purchased vide deed no. 3950 dated 24.08.2005 from Sri Arjun Prasad Kejriwal , son of Late hanuman Prasad Kejriwal.

By virtue of aforesaid Deeds of Sale Sri Deepak Kejriwal came in ownership and possession of the same during last L.R. Operation said property recorded in the name of vendor i.e. Sri Deepak Kejriwal under L.R. Khatian No. 1616 within R.S. /L.R. Plot No. 3859. .

4.3 **Absolute Ownership of Smt Tara Kejriwal:** That Sri Deepak Kejriwal within the ownership and possession of the property admeasuring 22 Cottahs 12 Chhataks alongwith two storied old building, out of which 1/2 share he gifted in favour of Smt. Tara Kejriwal by a registered Deed of Gift being No. 5139 on 27/10/2021, Registered at A.D.S.R. Office Purulia.

4.4 **Absolute Ownership Of the Said Property:** By a virtue of a Deed of Conveyance dated 29th October, 2021, made between the said Sri Deepak Kejriwal and Smt. Tara Kejriwal, the vendors therein of one part, and M/s Purulia Bottling Pvt. Ltd, the purchaser therein of second part, the vendors therein sold the Said Land to the Owner, free from encumbrances, which was registered in the Office of the Additional District Sub - Registrar Of Purulia and recorded in Book No. 1, Volume No.1402-2021, Page from 103534 to 103559, Being Deed No. 140205308 for the year 2021.

Subj. to. 10/10/23

(4)

4.5 **Decision to Develop:** The Grantor has decided to develop the Said Property by way of construction of buildings (**New Buildings**) and to generate commercial benefit from the New Buildings.

4.6 **Development Agreement:** By an Agreement dated 04/07/2024 registered in the Office of the ADSR Purulia, being Serial No 3468/2024 Deed No. 3305/2024, for the year 2024 (**Development Agreement**), the Grantor has appointed the Attorney, as the developer of the Said Property for execution of the Project, in the manner and on the terms and conditions contained in the Development Agreement.

4.11 **Reason for Granting of Powers:** It has been agreed that the Grantor shall grant a Power of Attorney to the Attorney for (1) for getting all permissions (including revalidations, modifications and alterations thereof) of the Sanctioned Plan being Building Permit No. 1265/3 dated 22.08.2023 sanctioned by the Purulia Municipality for construction of the New Buildings (**Said Sanction**) from the appropriate authority or, authorities and other statutory authorities including but not limited to Traffic Department, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, West Bengal State Electricity Board and/or West Bengal State Electricity Development Corporation Limited (collectively **Other Authorities**) (2) for construction of the New Buildings and over all development of the Said Property and (3) for taking booking, entering into agreements and granting conveyances of all Units comprised in the New Buildings to the Transferees. In pursuance of the above, the Grantor is granting certain powers and authorities to the Attorney, by this Power of Attorney.

## 5. Subject Matter of Power of Attorney

5.1 **Acts Under Development Agreement:** Powers and authorities (1) for getting the Said Sanction of the Building Plan from the Purulia Municipality and Other Authorities (2) for construction of the Project and overall development of the Said Property and (3) for taking booking, entering into agreements and granting conveyances of all Units comprised in the New Buildings to the Transferees.

Sofay Mr. Akmal

**6. Appointment**

6.1 **Hereby Made:** The Grantor hereby nominate, constitute and appoint the Attorney as the lawful Attorney of the Grantor, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors.

**7. Powers and Authorities**

7.1. **Dealing with Authorities:** To deal with all authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plan and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.

7.2. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.

7.3. **Building Materials:** To apply for and obtain, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.

7.4. **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Grantor.

7.5. **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plan and to have the same registered and obtain all permissions and clearances as may be required for the same.

Sofy ver. ASL

(6)

- 7.6. **Acceptance of Papers:** To accept notices and service of papers from the statutory authorities including but not limited to the Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1996, Airport Authority, Police, both Civil Court and Criminal Courts, Land and/or other persons.
- 7.7. **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents or consultants as may be required for effectually discharging the powers and authorities granted herein.
- 7.8. **Receive Payments:** To receive all payments with regard to the sale of the Units in the New Buildings to the Intending Purchasers and acknowledge receipt of the payments.
- 7.9. **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the New Buildings to the Intending Purchasers.
- 7.10. **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Units in the New Buildings.
- 7.11. **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.

Satyajit K. Asad

(7)

7.12. **Outgoings:** To pay all outgoings, including Municipal Taxes etc. in respect of the Said Property and to collect receipts therefore.

## 8. Covenants and Ratification

8.1 **Covenants:** The Attorney agrees and covenants with the Grantor that (1) all the costs, charges and expenses for the exercise of any power or authority under this Power of Attorney shall be borne and paid by the Attorney (2) no financial or other liability shall be created on the Grantor by virtue of the grant of this Power of Attorney or by the exercise of any power or authority under this Power of Attorney and (3) the liabilities and obligations of the Grantor shall continue to remain the same as mentioned in the Development Agreement, irrespective of grant of this Power of Attorney.

8.2 **Hereby Made:** Subject to the above, the Grantor hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorney in pursuance of this Power of Attorney.

### Schedule (Said Premises)

Bastu land measuring 22 (twenty two) cottah, 12 (twelve) chhataks, more or less, with structures thereon, comprised in R.S. Khatian No. 1147 & 1148, L.R. Khatian No. 1616, R.S./L.R. Plot No. 3859, in Mouza Raghobpur, J.L. No. 260 at present 66, under Purulia Municipality Ward No. 21, Holding No. 418 (old), at Present Holding No. 23 & 25 situated at Deshbandhu Road North Bye Lane within the then District - Purulia, P.S. - Purulia (Town) & Sub-Registry office Purulia, Pargana Chharrah, delineated in Red colour on the Plan annexed hereto and marked as Annexure I, duly butted and bounded as follows:

On the North	: R.S. Plot No. 3868
On the South	: Land of Santosh Kumar Jaiswal, P.C.C.J. Krishna Singhanian & Krishna Villa
On the East	: Land of Tara & Associate and 20'-0" wide road
On the West	: Land of Sanctosh Jain and 13'-0" wide road & Land of Rounak Kejriwal

Sanjoy v. As - l

(8)

9. Execution and Delivery

9.1 In Witness Whereof the Grantors and the Attorney have executed this Power of Attorney on the above date.

M/S Purulia Bottling Pvt. Ltd

Withnes

Sanjoy v. As - l

Represented by its Director  
Sanjoy Kumar Agarwal  
(Owner)

M/S Getwell Retails LLP

Ajay v. As - l

Represented by its Partner  
Ajay Kumar Agarwal  
(Developer)

Drafted by me

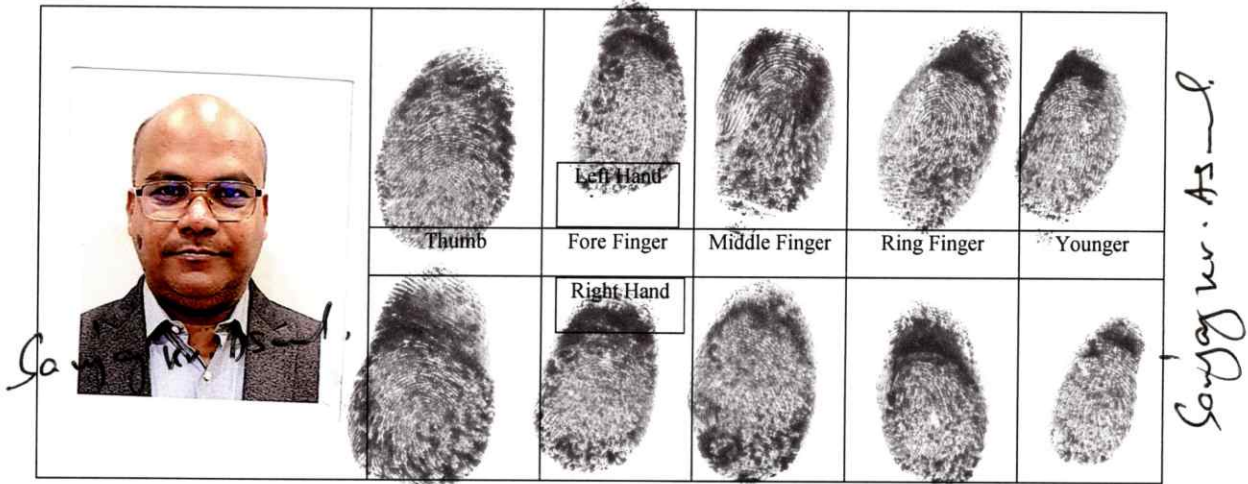
Saraj Panda  
Saraj Panda(Advocate)  
District Judges Court Purulia  
Enrolment No- F-500/425/2000

Samarekh Mahato  
S/o Kamda Kamda Mahato  
Vill + P.O - Ghakra,  
P.S + District - Buxar

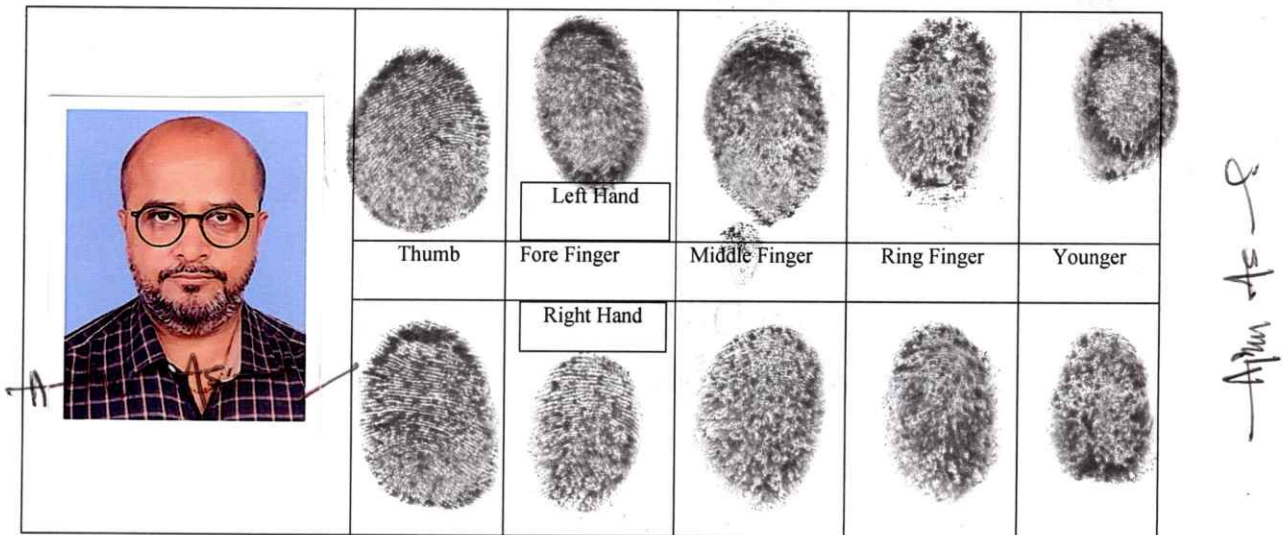
2. Kailash Ch. Saich.  
Sarishtakur.



**Photo with Signature & Finger's impression of the Principal**



**Photo with Signature & Finger's impression of the Attorney**



### Major Information of the Deed

Deed No :	I-1402-03370/2024	Date of Registration	05/07/2024
Query No / Year	1402-8001741064/2024	Office where deed is registered	
Query Date	05/07/2024 1:42:04 PM	A.D.S.R. PURULIA, District: Purulia	
Applicant Name, Address & Other Details	Saroj Panda D B Road Purulia,Thana : Purulia Town, District : Purulia, WEST BENGAL, Mobile No. : 9932262327, Status :Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
	Rs. 2,76,16,321/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 140203305/2024 Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Desh Bandhu North Bye Lane, Mouza: Raghbapur, , Ward No: 21, Holding No:23 25 Pin Code : 723101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3859	RS-1147	Bastu	Bastu	22 Katha 12 Chatak		2,60,97,571/-	Width of Approach Road: 20 Ft., , Project Name :
<b>Grand Total :</b>					<b>37.5375Dec</b>	<b>0 /-</b>	<b>260,97,571 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	15,18,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>3000 sq ft</b>	<b>0 /-</b>	<b>15,18,750 /-</b>	







**Principal Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Purulia Bottling Private Limited</b> Village:- Lagda, P.O:- Lagda, P.S:-Purulia Muffassil, District:-Purulia, West Bengal, India, PIN:- 723149 , PAN No.:: aaxxxxx0m,Aadhaar No Not Provided, Status :Organization, Executed by: Representative, Executed by: Representative

**Attorney Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Getwell Retails LLP</b> 78 Bentinck Street 2nd Floor Block B Room No 13B, City:- Not Specified, P.O:- Bentinck Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: aaxxxxx3r,Aadhaar No Not Provided, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Sanjay Kumar Agarwal (Presentant)</b> Son of Late Gopal Prasad Agarwal Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 <small>Jul 5 2024 4:37PM</small>	 Captured <small>LTI 05/07/2024</small>	 <small>05/07/2024</small>
	Village:- Balarampur, P.O:- Rangadih, P.S:-Balarampur, District:-Purulia, West Bengal, India, PIN:- 723143, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxx8k,Aadhaar No Not Provided Status : Representative, Representative of : Purulia Bottling Private Limited (as DIRECTOR)			
2	<b>Name</b> <b>Shri Ajay Kumar Agarwal</b> Son of Gopal Prasad Agarwal Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 <small>Jul 5 2024 4:38PM</small>	 Captured <small>LTI 05/07/2024</small>	 <small>05/07/2024</small>
	Flat No 7 Narkeldanga Main Road Kadapara Kankurgachi, City:- Not Specified, P.O:- Kankurgachi, P.S:-Narkeldanga, District:-Kolkata, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxx9j,Aadhaar No Not Provided Status : Representative, Representative of : Getwell Retails LLP (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Samaresh Mahato</b> Son of Mr Kamala Kanta Mahato Village:- Chakra, P.O:- Chakra, P.S:- Purulia Muffassil, District:-Purulia, West Bengal, India, PIN:- 723149		 Captured	
	05/07/2024	05/07/2024	05/07/2024
Identifier Of Shri Sanjay Kumar Agarwal, Shri Ajay Kumar Agarwal			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Purulia Bottling Private Limited	Getwell Retails LLP-37.5375 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Purulia Bottling Private Limited	Getwell Retails LLP-3000.00000000 Sq Ft

**Land Details as per Land Record**

District: Purulia, P.S:- Purulia Town, Municipality: PURULIA, Road: Desh Bandhu North Bye Lane, Mouza: Raghobpur, ,  
Ward No: 21, Holding No:23 25 Pin Code : 723101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 3859, RS Khatian No:- 1147		

**Endorsement For Deed Number : I - 140203370 / 2024**

**On 05-07-2024**

**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 13:20 hrs on 05-07-2024, at the Office of the A.D.S.R. PURULIA by Shri Sanjay Kumar Agarwal .

**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 2,76,16,321/-

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

Execution is admitted on 05-07-2024 by Shri Sanjay Kumar Agarwal, DIRECTOR, Purulia Bottling Private Limited, Village:- Lagda, P.O:- Lagda, P.S:-Purulia Muffassil, District:-Purulia, West Bengal, India, PIN:- 723149

Indetified by Mr Samaresh Mahato, , , Son of Mr Kamala Kanta Mahato, P.O: Chakra, Thana: Purulia Muffassil, , Purulia, WEST BENGAL, India, PIN - 723149, by caste Hindu, by profession Cultivation

Execution is admitted on 05-07-2024 by Shri Ajay Kumar Agarwal, PARTNER, Getwell Retails LLP, 78 Bentinck Street 2nd Floor Block B Room No 13B, City:- Not Specified, P.O:- Bentinck Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Samaresh Mahato, , , Son of Mr Kamala Kanta Mahato, P.O: Chakra, Thana: Purulia Muffassil, , Purulia, WEST BENGAL, India, PIN - 723149, by caste Hindu, by profession Cultivation

**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

1. Stamp: Type: Impressed, Serial no 7088, Amount: Rs.100.00/-, Date of Purchase: 05/07/2024, Vendor name: PRAVASH BANERJEE



**Ruhul Amin**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. PURULIA**  
**Purulia, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1402-2024, Page from 65176 to 65190**

**being No 140203370 for the year 2024.**



*Ruhul*

Digitally signed by Ruhul Amin  
Date: 2024.07.23 20:47:36 +05:30  
Reason: Digital Signing of Deed.

**(Ruhul Amin) 23/07/2024**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. PURULIA**

**West Bengal.**