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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 440160

01/05/15
 20/05/15
 2/2/15

Certified that the document is admitted to register, the signature thereof and the contents of the same are attached with this document and are part of this document.

[Handwritten Signature]

Asst. Dist. Sub-Registrar
 Shyore, South 24 Parganas

4 0 FEB 2015

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY is made on this

9th day of February (2015) Two Thousand Fifteen by:-

[Faint handwritten notes and signatures at the bottom of the page]

16 JAN 2015

2169
 নাম: Chapal Chatterji
 ঠিকানা: 51 Baishnab Ghata Road
 কলকাতা
 পত্র: স্ট্যান্ডিং ডেপুটি সেক্রেটারী দেব
 সোনারপুর, এ. ডি. এস. আর. ও
 মেইলবাক্স - ১৫০



ADDL. DIST. SUD-REGISTRAR
 ALIPORE, SOUTH 24 PGS.
 09 FEB 2015
 Signature.....

Manve Mukhopadhyay
 Advocate
 Alipore Police Court
 Ro 27

(1) MR. CHAPAL CHATTERJEE, son of Late Sishir Kumar Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047, having his PAN NO. AIEPC 2786R ; and (2) MRS. MINATI CHATTERJEE, daughter of Late Sishir Kumar Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5, Baishnab Ghata Road, P.S. Jadavpur.

Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047, having his PAN NO. AROPC-1397H ; hereinafter jointly and collectively referred to as the OWNERS/GRANTORS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) IN FAVOUR OF PACIFIC ASSOCIATE, a proprietorship firm and having its office at 399, Uttar Sripur, Boral Main Road, P.O. Boral, P.S. Sonarpur, Kolkata - 700 054, having its PAN NO. ADYPG 4183B, represented by its proprietor Mr. Bijoy Ghosh, son of Late Lal Mohan Ghosh, by faith Hindu, by occupation Business, residing at C-9, Raj Narayan Park, P.O. Boral, P.S. Sonarpur, Kolkata - 700 154, , hereinafter referred to as the 'ATTORNEY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and to include its successor or successors-in-interest or substitute or substitutes)

WHEREAS :

A. We the Principal, executors and/or Grantors are the Owners of ALL THAT piece and parcel of danga land measuring about 5 (five) Cotthas 13 (thirteen) Chittaks 27 (twenty seven) Sq.ft. be the same more or less together with old and feeble residential structures standing thereon the user of common passage, user of common meter room on the land lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, under Dag No. 89 & 87, presently under Ward No. 100 of Kolkata Municipal



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Corporation, Assessee No. 211000300061 being the Premises No.5, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047 under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas

B) By a Development Agreement made executed on by and between the Owners herein of the One Part and the Attorney herein referred to as the Developer of the Other Part the Owners have agreed for development of the said property on the terms and conditions therein contained as per Deed of Development Agreement, registered at the office of..A.D.S.R...recorded in Book No-I, Being No.00887..... for the year 2015

C) Pursuant to the said Development Agreement we are desirous of nominating, constituting and appointing **Mr. Bijoy Ghosh** as our true and lawful attorney to act do and perform the following acts, deeds, matters and things and send greetings as follows.

KNOW YE ALL AND THESE PRESENTS WITNESSETH that We, the said **MR. CHAPAL CHATTERJEE & MRS. MINATI CHATTERJEE**, do hereby jointly nominate, constitute and appoint the said **MR. BIJOY GHOSH, Proprietor of Pacific Associate** to be our true and lawful Attorney to act, do and perform for and on our behalf the following acts, deeds, matters and things that is to say :-

1. To look after, manage, demolish, construct new building including supervise and administer the said entire property as per terms and conditions of Development Agreement dated.9.12.2015 registered at A.D.S.R, Alipore, Book No- 1, Being No.00887...2015.
2. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof.
3. To apply for and obtain sanction of a building plan from the Kolkata Municipal Corporation in respect of the said property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter at its own costs and expenses.



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4. To sign and execute all plans, sketches, maps, declarations, including Boundary Declaration, forms, petitions, letters or any other documents relating to or in connection with application for and obtaining sanction of plan in respect of the said property.
5. To obtain delivery of the sanctioned plan from the Kolkata Municipal Corporation or any other authority or authorities.
6. To apply for and obtain amalgamation of the said property with the adjacent property if any or any property physically located therein as per rules and system and got amalgamated from the Kolkata Municipal Corporation and to pay all fees, charges and expenses in respect thereof and if required Deed Of Amalgamation may be executed by our attorney on over behalf and to be placed for registration before the registration Authority within jurisdiction.
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions and/or licence from any statutory authority including the Kolkata Municipal Corporation, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Directorate of Electricity, Government of West Bengal for obtaining permission for erecting, commissioning and operation of lift/elevator and all licensing authorities and any other statutory authority.
8. To appear and represent us before the necessary authorities including the Kolkata Municipal Corporation, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 and Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Directorate of Electricity, Government of West Bengal in connection with the sanction, modification and/or alteration of plans for the new building.
9. To apply for and obtain clearance certificate, if required, from the West Bengal Pollution Control Board fire brigade or any other authority for sanction of plan of the said property.



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Signature.....

10. To pay fees for obtaining sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to cause submission and taking delivery of title deeds concerning the said property and also other papers and documents as may be required by the necessary authorities and to appoint Architects, Civil and other electrical Engineer , mason, work man skilled and unskilled and other Agents for the aforesaid purposes as the said Attorney shall think, fit and proper.
11. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.
12. To apply for and obtain connection of electricity gas, water, sewerage, drainage, telephone internets or any other connections of any other utility to the said property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose our Attorney are fully authorised to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper, by the said Attorney on our behalf.
13. To appear and represent us before all authorities including those under the Kolkata Municipal Corporation for fixation and/or finalisation of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
14. To commence, prosecute enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said property or any part thereof including relating to acquisition and/or requisition in respect of the said property or any part thereof and if think fit to compromise settle, refer to arbitration, abandon, any such action or proceeding as aforesaid before any Court either Civil or Criminal and also Revenue.



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15. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected with the said property or part thereof.
16. To deposit and withdraw fees, documents and moneys in and from any Court or Courts K.M.C, any Govt., Semi Govt. Statutory or Private Sector/Authority and/or any other person or authority and give valid receipts and discharges therefor.
17. To accept any service of writ of summons or other legal process on our behalf and in our name and to appear in any court of authority as our Attorney deems appropriate and to commence any action or legal proceedings in any court or before any authority and to prosecute, discontinue or become non-suited and to settle, compromise or refer any dispute to arbitration as our Attorney may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name of owners by our Attorney and on our behalf or in the name of our Attorney and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, and warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
18. To enter upon the said property at any time with men and material as may be required for the purpose of developmental work and for that purpose to demolish the existing building and structures standing thereon and erect the New Buildings as per the Building Plans to be sanctioned by K.M.C or any other authority and to use all old materials being collected from debris and remove the debris and other materials of the demolished structures.
19. To appoint architects, contractors, sub-contractors and surveyors as the case may be required and to supervise the development and constructional works of the New Buildings on the said property or part thereof.



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20. To make, sign and submit applications and Petitions, letters and other documents to the appropriate Government (State and Central) Departments, Local Authorities or other competent or Appropriate Authorities or bodies for all and any licenses, permissions, consents, approvals, no objection certificates and clearances as may be required by any Central or State legislation for the time being in force, in connection with the Said Property for construction of buildings and structures thereon and pay such fees, charges, deposits and give security that may be required in respect thereof and for that purpose to give all necessary writings, instruments, affidavits, declarations, indemnities, undertakings, as may be required to be given to the various authorities concerned on the strength OF Development Agreement executed on registered at the office of A.D.S.R. , Alipore , South -24 Pargans.

21. To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the new building on the said property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on our behalf.

22. After completion of the construction of the New Buildings, to apply for and obtain part-occupation / occupation and completion certificate in respect of the New Buildings or parts thereof from the Planning Authorities.

23. To negotiate the consideration amount for sale transfer in respect of the constructed space of the new building to be constructed on the said property or part thereof and enter into or make registered or unregistered agreement for sale or any other agreement with the intending Purchaser or Transferee in respect thereof and to receive earnest money or full consideration from time to time and to sign and give valid and effectual receipts or discharges thereof, in respect of Developers allocation only without disturbing the Owners allocation specifically mentioned in Development Agreement including the adjusted constructed portion added with Developers allocation for the recovery of advance money Rs.16,50,000/- prior to delivery of possession.



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24. To execute conveyance/conveyances in respect of the constructed space of the new building to be constructed on the said property or part thereof either in favour of the Purchaser or its nominee or nominees in such part or parts as the Purchaser may desire and to receive part and/or full consideration money and sign and give valid and effectual receipts by signing or discharge signing R.O.R thereof in respect of Developers allocation only and give lawful registration of the same in favour of the purchasing purchasers independently without the help of Signature of the Owners principal without disturbing the Owners allocation specifically mentioned in the Development Agreement made between the parties and registered on 09/02/2015.....before A.D.S.R ,Alipore, South 24 Parganas ,being No..00887..
25. To present such conveyance or conveyances in respect of the constructed space of the new building to be constructed on the said property or part thereof for registration before the registering authority and to admit execution thereof, in respect of Developers allocation only without disturbing Owners Allocation in any manner, independently and our Attorney shall sign all relevant papers prepared for registration of any Flat/Unit in favour of the Purchaser/Purchasers, in our names and on our behalf at all material times.
26. To hand over and deliver possession of the buildings constructed on the Said Property and/or the premises, units, parking spaces, etc. therein, to such person or persons including the nominee/s and/or assign/s of the Attorney as it may be at its absolute discretion think fit and proper on the strength of registered Development Agreement which is a related documents to this Power Of Attorney executed on 09/02/2015.....and registered at the office of A.D.S.R, Alipore, being No...00887.....on the year 2015.
27. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as our Attorney may think sufficient to protect the interests of all concerned therein.



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28. To ask for, receive and recover from all the transferees /purchasers all consideration, charges, service charges and other charges and sums of moneys in respect of the said property/New Buildings and the spaces contained therein, in any manner whatsoever and also on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof as our Attorney may think fit, in respect of Developers allocation only

29. To make necessary representations including filing of complaints and appeals before the Assessor & Collector, Kolkata Municipal Corporation and other concerned authorities including the Court of Competent Jurisdiction or Forum in regard the fixation of rateable value of buildings (proposed new buildings) under construction or already constructed on the Said Property by the Assessor and Collector and to file Appeals applications and other proceedings in any Court, forum or Tribunal.

30. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as we could do as owner if personally appear.

31. To deliver Physical Possession in favour of the Owners in their allotted portion after the total completion of the proposed building and also in the name or names of the intending buyers to his/their respective flat/unit together with or without C.C letter of possession , copy of sanctioned plan and other related document.

32. To appoint marketing agent /agents for conveying flats of the proposed building and also negotiate to any local & electronic media to give advertisement for the purpose of selling flat/flats out of developers allocation which may include a portion of the Owners allotted portion for the recovery of advance money.



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Signature.....

AND GENERALLY All act, deeds and things done according to law by our Attorney in relation to the said property for and on our behalf of us and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we could have done if we were personally present and we hereby agree to ratify give full effect and confirm whatever our said Attorney shall do or purport to be done on our behalf by virtue of these presents in or about the property as aforesaid, shall be valid, effectual approved by us at all time with true intent and purposes for the benefit of both the principal and Attorney.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of homestead land measuring about 5 (five) Cotthas 13 (thirteen) Chittaks 27 (twenty seven) Sq.ft. be the same more or less together with old and feeble residential building structures standing thereon the user of common passage, user of common meter room on the land lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, under Dag No. 89 & 87, presently under Ward No. 100 of Kolkata Municipal Corporation, Assessee No. 211000300061 being the Premises No.5, Baishnabghata Road, P.S. Jadavpur at present Patuli, Kolkata - 700 047 under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas butted bounded by:

On the North: 4210mmwide K.M.C Road

On the South: Plot of Sri Samir Roy.

On the East: 5/H, Baishnabghata Road.

On the West: 5/1, Baishnabghata Road.



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Signature.....

IN WITNESS WHEREOF We the said Owners have hereunto set and subscribed our respective hands and sealed on the day, month and year first above written.

Chapa Chatterjee
Minati Chatterjee

Witnesses

1. Papas Chakraborty
BOM al
KOI-400154

Signature of the Executant (Owner)

2. Manu Mukhopadhyay
Alipore Police Court
KOI-27

(Signature)

Signature of the Constituted Attorney

Drafted by :-
Sajal Kumar Bhattacharyya
S. K. Bhattacharyya (L. B.)
Advocate,
Alipore Police Court,
Kolkata-700 027





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.












09 FEB 2015

Signature.....

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PHOTO	left hand					
	right hand					












Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
 Chapal Chatterjee	left hand					
	right hand					

Name CHAPAL CHATTERJEE

Signature Chapal Chatterjee

		Thumb	1st finger	middle finger	ring finger	small finger
 Minati Chatterjee	left hand					
	right hand					

Name MINATI CHATTERJEE

Signature Minati Chatterjee

		Thumb	1st finger	middle finger	ring finger	small finger
 Sri Bijoy Ghosh	left hand					
	right hand					

Name SRI BIJOY GHOSH

Signature Sri Bijoy Ghosh



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
09 FEB 2015
Signature.....

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01114 / 2015, Deed No. (Book - I , 00888/2015)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Chapal Chatterjee 5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	 09/02/2015	 LTI 09/02/2015	Chapal Chatterjee 9.2.2015

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Chapal Chatterjee Address -5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 09/02/2015	 LTI 09/02/2015	Chapal Chatterjee
2	Minati Chatterjee Address -5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 09/02/2015	 LTI 09/02/2015	Minati Chatterjee
3	Bijoy Ghosh Address -Uttar Sripur, Boral Main Road,, 399, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 09/02/2015	 LTI 09/02/2015	Bijoy Ghosh

Name of Identifier of above Person(s)
 Manu Mukhopadhyay
 Alipore Police Court, Kolkata, Thana:-Alipore,
 District:-South 24-Parganas, WEST BENGAL, India, Pin
 :-700027

Signature of Identifier with Date

Manu Mukhopadhyay
9/2/15

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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00888 of 2015
(Serial No. 01114 of 2015 and Query No. 1605L000002135 of 2015)

On 09/02/2015

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:

Amount By Cash

Rs. 7.00/-, on 09/02/2015

(Under Article : ,E = 7/- on 09/02/2015)

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.-84,78,867/-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impresive Rs.- 50/-

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

Presented for registration at 13.35 hrs on :09/02/2015, at the Office of the A.D.S.R. ALIPORE by Chapal Chatterjee , one of the Executants.

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

Execution is admitted on 09/02/2015 by

1. Chapal Chatterjee, son of Lt Sishir Kumar Chatterjee , 5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Business
2. Minati Chatterjee, daughter of Lt Sishir Kumar Chatterjee , 5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife
3. Bijoy Ghosh
Proprietor, M/ S Pacific Associate, Uttar Sripur, Boral Main Road,, 399, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084,
By Profession : Business

Identified By Manu Mukhopadhyay, daughter of . . . Alipore Police Court, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

(Arhab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arhab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR



3/11/19

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 4319 to 4334
being No 00888 for the year 2015.



Basu

(Arbab Basu) 10-February-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal