

15 MAY 2023

# -:: DEVELOPMENT POWER OF ATTORNEY ::-

(AFTER REGISTRATION OF DEVELOPMENT AGREEMENT)

KNOW ALL MEN BY THESE PRESENTS THAT I, SANKARGHOSH (PAN : AMEPG0109N) (Aadhar No. 6582 87143053) son of Late Santosh Ghosh, by faith - Hindu, by



VALUE 50 RUPEES PAISE PAISE NAME Sankar Ghosh NAME Sankar Ghosh ADDRESS Andul Howah STAMP VENDOR - SOUMYA BANERJEE CIVIL COURT, HOWRAH



Santu Which' District Sub-Registrar-II 3/0 Lt. Felu Mudi Howrab 87/1, Abronarth Bhonesper Une 1 5 MAY 2023 P.S. Chattenjachat Dart How -7/1/02

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occupation - Retired, residing at Vill. Andul, P.O. Andul-Mouri, P.S. - Sankrail, District - Howrah - 711302, Indian Citizen, hereinafter called and referred to as the **OWNER/LANDLORD** (which expression and term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators and assignees) or the parties of the **FIRST PART** or the **FIRST PARTY**.

### -AND-

M/S DESIRE CONSTRUCTION (PAN : AAQFD8846B) a Partnership Firm, having its registered office at Andul Purbapara, Andul -Mouri, P.S. - Sankrail, District - Howrah - 711302, West Bengal, India, Represented by its two Partners namely

(1) KOUSHIK BHATTACHARYA (PAN : ALMPB6615K) (AADHAR NO. 6123 7632 6720), son of Late Radha Kanta Bhattacharya, by faith - Hindu, by occupation - Business, residing at Village - Andul Purbapara, Post Office - Andul - Mouri, Police Station - Sankrail, District - Howrah, PIN - 711302, (2) SMT. MITA DENRIA (PAN : AUIPD3084B) (AADHAR NO. 5225 5568 4806), wife of Sri Rajkumar Denria, by faith- Hindu, by occupation - Business, residing at Village Jujarsaha Manna Para, P.O. Jujarsaha, P.S. Panchla, District-Howrah-711302, as my JOINT ATTORNEYS;

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WHEREAS the above named Principal/I am the absolute



District Sub-Registrar-D Howrab

1 5 MAY 2023

Owner and occupier in respect of the schedule noted property along with rights of easements attached thereto more fully and specifically described in the schedule written hereunder which is the subject matter of the present Development Power of Attorney.

**AND WHEREAS** I, the Principal/Owner duly seized and possessed of or otherwise was/am well and sufficiently possessing the schedule noted property peacefully uninterruptedly and with the knowledge of all concerned neighbors and free from all encumbrances.

**AND WHEREAS** due to some legal causes and for some unavoidable circumstances I am not in a position to conduct the following acts personally and it is now necessary for me to appoint attorney who could be able to do the said acts on my behalf in respect of the Schedule mentioned property and thus I have entered into a Development Agreement which was duly registered and recorded in the office of D.S.R-II. Howrah on vide Being No.  $0 \le 1303937$  for the year 2023.

I, the Principal/Owner do hereby nominate constitute and appoint (1) KOUSHIK BHATTACHARYA (PAN : ALMPB6615K) (AADHAR NO. 6123 7632 6720), son of Late Radha Kanta Bhattacharya, by faith - Hindu, by occupation - Business, residing

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District Sub-Registrar-Il Howrah

# 1 5 MAY 2023

at Village - Andul Purbapara, Post Office - Andul - Mouri, Police Station - Sankrail, District - Howrah, PIN - 711302, (2) SMT. MITA DENRIA (PAN : AUIPD3084B) (AADHAR NO. 5225 5568 4806), wife of Sri Rajkumar Denria, by faith- Hindu, by occupation - Business, residing at Village Jujarsaha Manna Para, P.O. Jujarsaha, P.S. Panchla, District- Howrah-711302, as my <u>TRUE AND LAWFUL</u> <u>ATTORNEYS</u> jointly and severally for myself and in my name or otherwise and/or on my behalf to do or commit or caused to be done or committed all or any of the several acts, powers, authorities, matters and things herein below mentioned that is to say:-

- 1. To look after interest and to do all acts, deeds and things in respect of the said properties as mentioned in the Schedule hereunder written.
- 2. To protect and safeguard right, title and interest in respect of the Schedule mentioned property.
- 3. To enter into Agreement with the intending Purchaser/ Purchasers in respect of the Developer's Allocation share of the Schedule mentioned property and to receive any amount like Baina/Advance/part consideration or otherwise and even the entire consideration against proper receipts.
- 4. To execute any Amalgamation Agreement with the landlord.

- That the money received towards total consideration or part 5. consideration on account of execution and registration of the respective Deed of Conveyance in respect of Developers' Allocation shall be deposited in my Bank Account and there are / shall be no monetary transaction between the Principal and the said Attorney as per the terms and conditions of the above referred Development Agreement.
- To appear before any Registration Office for the purpose of 6. execution and registration of the Deed of Conveyance, Sale, Gift, any amalgamation Deed with the other owners etc. or Agreement for Sale in respect of the Developer's Allocation and to share, sign, execute in the name of myself/the Principal on the said Deed of Conveyance or Agreement and also Sign in the Fee Receipt Book, in terms of the Developer's Allocation share of the schedule property.
- To receive total consideration at the time of execution and 7. registration of the Deed of Conveyance for myself, in terms of the Development Agreement.
- To sell, transfer the Schedule mentioned property and/or 8. any part thereof at party price to be fixed by the said Attorney to any intending Purchaser/s or person (s), in terms of the Development Agreement of Developers' share P.N. Putte

allocation.

- 9. To manage, control, protect, work and supervise the Management and preservation of the property mentioned in the Schedule hereunder and to enter into contract, covenant and make Arrangement of any kind whatsoever in relation thereto.
- 10. To engage Advocate, Attorney, Moharar, etc. for the purpose of execution and registration of the respective Deed of conveyance / Deed of Agreement etc. and to defend suit, if any, in respect of the Schedule mentioned properties in compliance to the terms and conditions of the Development Agreement.
- 11. To appear and represent the Principals before any Magistrate Judges, Civil Judge and all Courts, Registration Offices or any other Government Office and/or Settlement Offices and Howrah Zilla Parishad, Police Station, Commissioner or Central or State Government Offices, or Public Body or Bodies, Corporate and other statutory authority / authorities in all matters and things relating to the aforesaid properties.
- 12. To file suits, cases, Misc. Appeal etc. and to sign and verify Plaint. Written Statement, petition, Objection, Miscellaneous Appeal, Revisions, swear Affidavit to sign and execute Vakalatnama and such other papers and documents and to

Contd.....

(6)

file in Any Court or Offices in respect of the Schedule mentioned properties and also sign and execute such other papers and documents as the said Attorney shall think necessary and expedient on behalf of the Principal.

- 13. To issue and/or receive summons, notices, letters and to file and receive back, any documents in any court or offices and to compromise, compound or withdraw cases and to settle up the disputes, if any, in respect of the said properties and to sign the Petition of compromise and to adduce evidences for and on my behalf.
- 14. To appoint Arbitrator to settle up the dispute, if any, in Respect of the Schedule mentioned properties with the others any properties for and on behalf of the Principal/ Owner.

Be it mentioned here that this Power of Attorney will be cancelled automatically after the completion of this total process of Developer's Agreement. The Attorney will Sellall Postion, save and enpect on new allocation. AND GENERALLY to execute and perform any other act or acts, deed or deeds, matter or things whatsoever which are in

**AND GENERALLY** to execute and perform any other act or acts, deed or deeds, matter or things whatsoever which are in the opinion of my said Attorney ought to be done, executed and performed relating to the Schedule mentioned property of the Developers' allocation and affairs, ancillary or incidental thereto.

**AND WHEREAS** the schedule noted property is totally free from all encumbrances and was/is never acquired by any Govt. and/or Semi Govt. authority or never served with any notice for Acquisition.

**AND** the principal do hereby agree and undertake to ratify and confirm all acts, deeds and other things, that the said constituted attorneys may lawfully do, execute or perform by virtue of this Development Power Attorney subject to the preceding conditions as per terms and conditions of the aforesaid Development Agreement.

# -:: SCHEDULE - 'A' ABOVE REFERRED TO ::-

#### (ENTIRE PROPERTY)

(1) <u>ALL THAT</u> piece and parcel of BASTU land measuring more or less about 5 sataks in R.S. Khatian No. 433, R.S. Dag No. 662, Hal/L.R. Khatian No. 2884, L.R. Dag No. 742, within Mouza - Andul, J.L. No. - 29, P.S. - Sankrail, District - Howrah, being butted and bounded by metes and bounds as follows :-**IN THE NORTH :** Property of Snehasish Maity & Gourhari Maity and others .

Contd.....

IN	THE	SOUTH	:	Land of Subrata Das.
IN	THE	EAST	•	10'-0" wide common passage.
IN	THE	WEST	:	Property of Rajkumar Denria.

(8)

**IN WITNESS WHEREOF We**, the Executants/Owners/Principal hereto have set our hands, seals and signature on this the 15th day of May, 2023.

WITNESSES :

1. Shahr Madi 2. Tannoy Manna Sizersher, Panchla, Hawrah - 711302

Somen Chih

3. Debabrate Manne. Jujersaha, Ponchle Howrah - 711302

SIGNATURE OF THE 1ST PARTY /OWNER We accepte this Power

DESIRE CONSTRUCTION Koushik Bhaltoche

Drafted by me and prepared in my office.

DESIRE CONSTRUCTION Mito Densuia Partner

Fanning Kumangantte Pankaj Kumar Dutta

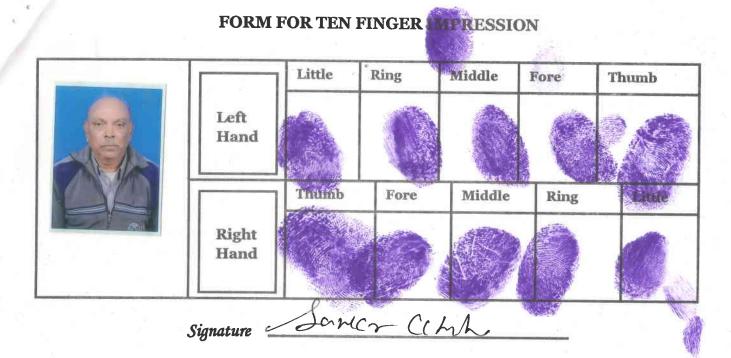
SINATURE OF THE 2ND PARTIES / ATTORNEYS

Advocate

Howrah Judges' Court

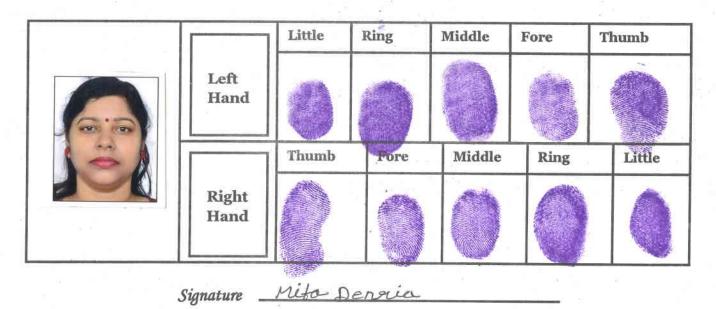
Registration No. WB - 679/1991

Computerized by me : Diponkar Vamator,



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		Left Hand					
ę.			Thumb	Fore	Middle	Ring	Little
		Right Hand					

# Signature Koushik Bhaltacharow



# Major Information of the Deed

Deed No :	I-0513-03948/2023	Date of Registration	15/05/2023	
Query No / Year	0513-8001233649/2023	Office where deed is re	egistered	
Query Date	15/05/2023 3:05:56 PM	D.S.R II HOWRAH, District: Howrah		
Applicant Name, Address & Other Details	Santu Nandi Thana : Howrah, District : Howrah, W :Solicitor firm	EST BENGAL, Mobile No.	. : 9748799284, Status	
Transaction		Additional Transaction		
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered			
Set Forth value		Market Value		
Rs. 1,00,000/-		Rs. 18,90,000/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 50/- (Article:48(g))		Rs. 39/- (Article:E, M(b)	,)	
Remarks	Development Power of Attorney after No/Year]:- 051303937/2023	Registered Development	Agreement of [Deed	

## Land Details :

## District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul, Pin Code : 711302

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	LR-742	LR-2884	Bastu	Bastu	5 Dec	1,00,000/-		Width of Approach Road: 10 Ft., Adjacent to Metal Road, , Project Name :
	Grand	Total :		1	5Dec	1,00,000 /-	18,90,000 /-	

## **Principal Details :**

 0	Name,Address,Photo,Finger p	orint and Signat	, III a					
	Name	Photo	Finger Print	Signature				
	Mr Sankar Ghosh (Presentant) Son of Late Santosh Kumar Ghosh Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office			Suman um				
		15/05/2023	LTI 15/05/2023	15/05/2023				
	Village:- Andul, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AMxxxxx9N,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 15/05/2023 , Admitted by: Self, Date of Admission: 15/05/2023 ,Place : Office							

## Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
	<b>DESIRE CONSTRUCTION</b> Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302, PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided, Status :Organization, Executed by: Representative

## Representative Details :

Mr Koushik Bhattacharya Son of Late Radha Kanta Bhattacharya Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office			and the aletter and
	May 15 2023 3:16PM	LTI 15/05/2023	15/05/2023
	e of Execution - 95/2023, , Admitted by: Date of Admission: 95/2023, Place of ission of Execution: Office ge:- Andul Purbapara, P.	e of Execution - 15/2023, , Admitted by: Date of Admission: 15/2023, Place of ission of Execution: Office May 15 2023 3:16PM de:- Andul Purbapara, P.O:- Andul Mouri,	e of Execution - 15/2023, , Admitted by: Date of Admission: 15/2023, Place of ission of Execution: Office May 15 2023 3:16PM

Name	Photo	Finger Print	Signature
Smt Mita Denria Wife of Shri Rajkumar Denria Date of Execution - 15/05/2023, , Admitted by: Self, Date of Admission: 15/05/2023, Place of Admission of Execution: Office			mite Dencia
	May 15 2023 3:17PM	LTI 15/05/2023	15/05/2023 District:-Howrah, West Bengal, India

PIN:- 711302, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No. AUxxxxx4B,Aadhaar No Not Provided Status : Representative, Representative of : DESIRE CONSTRUCTION (as partner)

### **Identifier Details :**

Name	Photo	Finger Print	Signature
Mr Santu Nandi Son of Late Felu Nandi 87/1, Abinash Banerjee Lane,, Block/Sector: New P. S Chatterjeehat, City:- Howrah, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102			Santu alance.
	15/05/2023	15/05/2023	15/05/2023

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr Sankar Ghosh	DESIRE CONSTRUCTION-5 Dec

# Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul, Pin Code : 711302

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
	LR Plot No:- 742, LR Khatian No:- 2884	Owner:শঙ্কর ঘোষ, Gurdian:সন্তোষ , Address:আন্দুল,হাওড়া , Classification:পুকুর, Area:0.05000000 Acre,	Owner Name not selected by applicant.

### Endorsement For Deed Number : I - 051303948 / 2023

#### On 15-05-2023

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:58 hrs on 15-05-2023, at the Office of the D.S.R. - II HOWRAH by Mr Sankar Ghosh .Executant.

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 18,90,000/-

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

Execution is admitted on 15/05/2023 by Mr Sankar Ghosh, Son of Late Santosh Kumar Ghosh, P.O: Andul Mouri, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Retired Person

Indetified by Mr Santu Nandi, , , Son of Late Felu Nandi, 87/1, Abinash Banerjee Lane,, Sector: New P. S.-Chatterjeehat, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 15-05-2023 by Mr Koushik Bhattacharya, partners, DESIRE CONSTRUCTION, Village:-Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr Santu Nandi, , , Son of Late Felu Nandi, 87/1, Abinash Banerjee Lane,, Sector: New P. S.-Chatterjeehat, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-05-2023 by Smt Mita Denria, partner, DESIRE CONSTRUCTION, Village:- Andul Purbapara, P.O:- Andul Mouri, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr Santu Nandi, , , Son of Late Felu Nandi, 87/1, Abinash Banerjee Lane,, Sector: New P. S.-Chatterjeehat, P.O: Shibpur, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Law Clerk

#### **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 1912, Amount: Rs.50.00/-, Date of Purchase: 11/05/2023, Vendor name: Soumya Banerjee

Jawhale Munch

Panchali Munshi DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II HOWRAH Howrah, West Bengal Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 0513-2023, Page from 109341 to 109356 being No 051303948 for the year 2023.



Digitally signed by Panchali Munshi Date: 2023.05.19 14:16:29 +05:30 Reason: Digital Signing of Deed.

Junchali Munshi

(Panchali Munshi) 2023/05/19 02:16:29 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - II HOWRAH West Bengal.

## (This document is digitally signed.)