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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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245637

Additional District Sub-Registrar
Barasat, North 24 Parganas

7 DEC 2016

Q-418170/16
7/12/16
or
11:35

DEVELOPER'S GENERAL POWER OF ATTORNEY

KNOWN ALL MEN THESE PRESENTS (1) SRI CHITTARANJAN SARKAR S/o. Late Raj Mohan Sarkar, (2) SRI PRAFULLA SARKAR (PAN NO. ALFPS6998H) S/o. Late Raj Mohan Sarkar, both by Faith : Hindu, by Occupation : Service, by Nationality : Indian, (3) SMT. KUSUM SARKAR (PAN NO. ECXPS1341M) W/o. Late Ramani Ranjan Sarkar, by Faith : Hindu, by Occupation : Housewife, by Nationality : Indian, and (4) SMT. FALGUNI SARKAR (PAN NO. AUFPS5351P) W/o. Sri Debkumar Das, D/o. Late Ramani Ranjan Sarkar, by Faith : Hindu, by Occupation : Service, by Nationality : Indian, all are residing at L.I.C. Road, Vill. & P.O. Udayrajpur, P.S. Madhyamgram, Dist: 24Parganas(N), Kolkata 700129.

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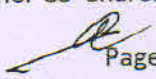
For *Artisan*
Tanmay Navajyoti Datta
Partner

WHEREAS the land measuring about 30satak more or less **Hal Bastu** in nature lying and situated at Mouza – Udayrajpur, J.L. No. 43, Touzi No. 146, Re-sa No. 6, under Khatian No. 655, Malik Khatian No. 651, Dag No. 351, under P.S. Madhyamgram, Dist. North 24 Parganas, within the local limits of Madhyamgram Municipality was purchased by the father/ husband/ grandfather of the present owners/ first part herein namely Raj Mohan Sarkar alongwith three others namely Suniti Sundari Sarkar, Jagatbandhu Mistri and Siddheswar Halder by virtue of one registered deed of sale which was registered in the Sub-Registry of Barasat recorded in Book No. – 1, Volume No. 81, pages from 52 to 53 being No. 6876 on 26/09/1951 from Jafar Ali Mondal and others. Thereafter Raj Mohan Sarkar alongwith three others namely Suniti Sundari Sarkar, Jagatbandhu Mistri and Siddheswar Halder became the absolute owner over the said property and jointly enjoyed the same.

AND WHEREAS while said Suniti Sundari Sarkar and 3 others were possessing the said land, they amicably partitioned their respective share of land by demarcating their portion. According to the said partition said Suniti Sundari Sarkar got 14 decimal land in Dag No 351, J.L. No 43, Re –sa No 06, Touzi No 146 and became absolute owner and possessing the said land without any interference of other Co-sharers and duly recorded her name in the Government office under Khatian No 5024 in dag No 956 and had been possessing the same by paying rent and taxes to the authority concern.

AND WHEREAS said according to the said amicable partition said Sri Rajmohan Sarkar became absolute owner in respect of more or less 13 decimal land and possessing their respective share of land without any interference of other Co – sharers and had been possessing the same by paying rent and taxes to the authority concern.

AND WHEREAS according to the said mutual partition said Rajmohan Sarkar became absolute owner of a piece and parcel of land measure about .13 i.e. in Bengali measurement 07 Cottahs 13 Chittaks 43 Sq. ft. land within Mouza Udayrajpur under Khatian No. 655, malik Khatian No 651 in Dag No 351, J.L. No 43, Re –sa No 06, Touzi No 146 and became absolute owner of their respective land and possessing the said land without any interference of other Co-sharers.


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For *Artisan*
Tankar Narayan Datta.
Partner

AND WHEREAS said Raj Mohan Sarkar peacefully possessing his land, he died on 09/02/1966 intestate leaving behind his wife namely Smt. Binoda Sarkar died on 24/12/1993, three sons namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar and Sri Ramani Ranjan Sarkar and one daughter Smt. Bijanbasini Halder as his only legal heirs of his share of property.

AND WHEREAS subsequently Ramani Ranjan Sarkar died on 27/12/1997 intestate leaving behind his wife namely Smt. Kusum Sarkar, one unmarried son namely Tapas Sarkar died on 30/06/2012 and one Daughter namely Smt. Falguni Sarkar as his only legal heirs of his share of property.

AND WHEREAS subsequently Smt. Bijanbasini Halder died on 19/01/2006 intestate leaving behind her husband namely Sri Siddheswar Halder, one son namely Sri Subhash Halder and five daughters namely Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das as her only legal heirs of her share of property.

AND WHEREAS now said Sri Siddheswar Halder, Sri Subhash Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das became the absolute joint owners in respect of their share of land of the said 13 decimal by way of inheritance.

AND WHEREAS in the recent L.R. settlement said 13 decimal of land was recorded in the name of Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar, Sri Tapas Sarkar and Smt. Falguni Sarkar under L.R.Khatian No. 1833, 1981, 1982, 5633,5634,5635 in L.R. Dag No. 955.

AND WHEREAS now Sri Siddheswar Halder, Sri Subhas Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das who are become the joint owners of undivided 1/4th share left by their wife/ mother Bijanbasini Halder, jointly and severally intend to gift their share of land to their uncle and wife of uncle and nephew, donees herein and the donees have agreed to accept the gift property.


AND WHEREAS by deed of gift said Sri Siddheswar Halder, Sri Subhas Halder, Smt. Anjali Halder, Smt. Rina halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das out of their love and affection and respect gifted their undivided 1/4th share i.e. **1 cottaha 15 Chittachs 22 Sq ft.** with one storied dilapidated

building measuring about more or less 200 sq ft. in the total land measuring more or less .13 decimal i.e. 7 Cotthas 13 Chittaks 43 sq ft. with two one storied dilapidated building measuring about more or less 400 sq. ft. each situated and lying within Mouza Udayrajpur under Khatian No. 655, malik Khatian No 651 in Dag No 351, corresponding L.R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No. 955. J. L. No 43, Re-sa No 06, Touzi No 146, Ward No. 22 , L. I. C. Road within the local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, Police Station Madhyamgram , District North 24 parganas to Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar for the consideration mentioned therein and said deed of gift was registered in the office of the A.D.S.R. Barasat, recorded in Book No I, being Deed No. 6957 for the year 2016.

AND WHEREAS thus the present owners namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar became the joint owners of **ALL THAT** piece and parcel of land measuring about more or less 7 Cotthas 13 Chittaks 43 sq ft. with one storied two building measuring about more or less 800 sq. ft. total situated and lying within Mouza Udayrajpur, under Khatian No. 655, malik Khatian No 651 in Dag No. 351, corresponding L. R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No. 955. J. L. No 43, Re-sa No. 06, Touzi No 146, ward No. 22, Holding No. 171/A, L. I. C. Road within the local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, P.O. Madhyamgram, Dist. North 24 parganas by way of inheritance and by a deed of gift.

AND WHEREAS during enjoying the said property jointly the present owners namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar amicably portioned the aforesaid property by the strength of one Registered deed of Partition which was registered and recorded in the A.D.S.R. Barasat, being No. 0543 on 2016 and by the strength of this deed of partition Sri Chittaranjan Sarkar herein became the owner **ALL THAT** piece and parcel of land measuring about more or less 2 Cottahs 9 Chittaks 44 Sq.ft with one storied dilapidated building measuring about 267 Sq. feet, Sri Prafulla Sarkar herein became the owner **ALL THAT** piece and parcel of land measuring about more or less 2 Cottah 10 Chittaks with one storied dilapidated building measuring about

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266 Sq. feet, and Smt. Kusum Sarkar and Smt. Falguni Sarkar jointly herein became the owners and **ALL THAT** piece and parcel of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet, and also mentioned in the said deed of partition and all the land amalgamated in one plot i.e. measuring about 13 Decimal equivalent to 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total within the local limits of Madhyamgram Municipality, under Ward No. 22, Holding No. 171/A, L.I.C.Road and also paid the taxes to the authority concern without any interruption and have every right title and interest over the same and have/had every right title and interest over the aforesaid property and the property is free from all encumbrances.

AND WHEREAS the present owners are the absolute owners of a land measuring about 13 Decimal i.e. 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total i.e. Sri Chittaranjan Sarkar herein became the owner of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet, Sri Prafulla Sarkar herein became the owner of land measuring about more or less 2 Cottahs 10 Chittaks with one storied dilapidated building measuring about 266 Sq. feet and Smt. Kusum Sarkar & Smt. Falguni Sarkar jointly herein became the owners of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet and accordingly all the first part herein are owners of a total land measuring about 13 Decimal equivalent to 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total which is free from all encumbrances.

AND WHEREAS the present owners/first parties herein expressed their desire to develop the said land and building by constructing a multi-storied building thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer to the said land and building by constructing a proposed multi-storied building thereupon at the cost and expenses of the Developer and after long bi-lateral talks between them, the land owners for the purpose of such construction entered into a development

agreement with the developer **M/s. ARTISAN (PAN AAVFA8353K)** a Partnership Firm having its registered office at 111/8, Debigarh, Bijoli Park, P.O. Madhyamgram, P.S. Barasat, District North 24 Paranas, Kolkata 700129, West Bengal, represented by its Partners (1) **SM. SARBARI MAJUMDAR, (PAN NO. AHBPM1211H)** W/o. Sri Pradip Kumar Majumdar, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 271, Shyamnagar Road, Flat No. 71, Block - F, 4th Floor, P.O. Bangur Avenue, P.S. Dum Dum, Dist : North 24 Parganas, Kolkata - 700 055, (2) **SMT. ANJANA BHATTACHARJEE (AEDPB9209F)** W/o. Sri Samir Baran Bhattacharjee, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Debaspally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (3) **SRI UTPAL BHADRA (PAN NO. AEFPB9161E)** S/o. Late Kumud Bandhu Bhadra, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-54, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (4) **SRI PANKAJ NARAYAN DATTA (PAN NO. ACVPD0315J)** S/o. Late hem Ranjan Datta, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-59, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (5) **SRI KRISHNA PADA PAUL (PAN NO. AKOPP3826B)** S/o. Late Jatindranath Paul, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at South Bankimpally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (6) **SRI TAPAN SEN (PAN NO. AZJPS6561L)** S/o. Late Sanat Sen, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Gunjalika - II, Flat No. 3D, Debigarh Lane No. 4, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129 and the said development agreement which was registered and recorded in the A.D.S.R. Barasat being No. 08436 on 2016 and the executants herein also agreed to execute a registered Power of Attorney in favour of (1) **SRI KRISHNA PADA PAUL** (2) **SRI TAPAN SEN** the Developer and after mutual discussion of the parties are agreed to develop the said premises and executed one developer agreement with the terms and conditions stipulated therein.

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AND WHEREAS that We the executants herein entered in to one joint venture agreement with the developer **M/s. ARTISAN (PAN AAVFA8353K)** a Partnership Firm having it's registered office at 111/8, Debigarh, Bijoli Park, P.O. Madhyamgram, P.S. Barasat, District North 24 Paranas, Kolkata 700129, West Bengal, represented by it's Partners.

(1) **SM. SARBARI MAJUMDAR (PAN NO. AHBPM1211H)** W/o. Sri Pradip Kumar Majumdar, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 271, Shyamnagar Road, Flat No. 71, Block - F, 4th Floor, P.O. Bangur Avenue, P.S. Dum Dum, Dist : North 24 Parganas, Kolkata - 700 055, (2) **SMT. ANJANA BHATTACHARJEE (AEDPB9209F)** W/o. Sri Samir Baran Bhattacharjee, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Debdaspally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (3) **SRI UTPAL BHADRA (PAN NO. AEFPB9161E)** S/o. Late Kumud Bandhu Bhadra, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-54, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (4) **SRI PANKAJ NARAYAN DATTA (PAN NO. ACVPD0315J)** S/o. Late hem Ranjan Datta, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-59, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129.

Represented by their lawful true and Constituted Attorney by virtue of Attorney being No. 150300545, Dt, 28/06/2016, in the A.D.S.R.O. Barasat, as well as the partners (1) **SRI KRISHNA PADA PAUL (PAN NO. AKOPP3826B)** S/o. Late Jatindranath Paul, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at South Bankimpally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (2) **SRI TAPAN SEN (PAN NO. AZJPS6561L)** S/o. Late Sanat Sen, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Gunjalika - II, Flat No. 3D, Debigarh Lane No. 4, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, being no. 150300545 on 28.06.2016 with a view to develop the land which is mentioned in the schedule written hereunder by constructing a multi-storied building thereon and due to avoid some litigation and also frequently

attended to various offices and to smooth work for construction over the said land and to all works deals for day by day and also deal the developer's allocation of the Multi storied building and for which We do hereby appoint **(1) SRI KRISHNA PADA PAUL, S/o.-** Late Jatindra Nath Paul, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at South Bankimpally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(2) SRI TAPAN SEN, S/o.-** Late Sanat Sen, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Gunjalika-II, Flat No.- 3D, Debigarh 4 No. P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129.

AND WHEREAS in the above circumstances it is necessary and also expedient for us to appoint as well as our well wishers and agents and the developer to look after all our affairs during our absence and on behalf of us **NOW KNOWN** by these presents We, the said executant herein, do hereby nominate appoint and constitute our well wisher and developer the said **(1) SRI KRISHNA PADA PAUL (PAN AKOPP3826B), S/o.-** Late Jatindra Nath Paul, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at South Bankimpally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(2) SRI TAPAN SEN (PAN AZJPS6561L), S/o.-** Late Sanat Sen, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Gunjalika-II, Flat No.- 3D, Debigarh 4 No. P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129 our true and lawful Attornies for us and our name and on our behalf to do and execute all or any of the following acts, deeds and things in respect of the property given in the Schedule below that is to say:-

1. To submit the building plan for multi-storied building before the Madhyamgram Municipality Authority and/or any other authority concern and also sign in the said plan on behalf of us and to receipt the same from the said Authority concern of Madhyamgram Municipal Authority by our attornies.
2. To negotiate on terms for and to agree and to enter into and to conclude any agreement/ agreements for sale in respect of the developer's allocation of the proposed multi-storied building over the land which is fully described in the schedule herein below with any intending purchaser/ purchasers as such price or prices as may be agreed by the attorney and/or to cancel and/or repudiate the same and to receive money and/or consideration against proper receipt issue by our attornies.

3. To receive by our attornies from intending purchaser or purchasers any earnest money and/ or advance or advances and also the balance of purchase money after or before executing or signing the such sale deed or deeds to give good valid receipt by our attornies and discharge for the same with all protect the intending purchaser or purchasers in our name and on our behalf, in respect of Developer's allocation of the proposed multi storied building.
4. Upon such receipt as aforesaid in our name and as act deed or deeds to sign execute and to deliver any deed or deeds of conveyance and conveyances of any one or more in respect of the Developer's allocation of the said property and building or any portion of it in favour of such intending purchaser or purchasers or their nominee or nominees of assignee by our attornies.
5. To present any such Deed or Deeds of Conveyance or Conveyances or other documents for registration when executed by them in our name and on our behalf before the Adtl. District Sub-Registry Office and District Registry Office and R.A. Calcutta, having authority for and to have them registered according to law and to do all other acts and deeds in respect of developer's allocation of the aforesaid property and proposed building of it which our said Attornies shall consider necessary for the transferring and/or conveying the said property of it to such purchaser or purchasers as fully effectually in all respect as We could do the same ourself.
6. To effect mutation of holding and also amalgamate the holdings in the office of the local Madhyamgram Municipality and sign all applications or objection for obtaining sanction building plan from the Local authority in our name and on our behalf in respect of our aforesaid property.
7. To appear for and represent us in all the Courts, Civil Criminals or Appellate authority and to sign execute verify and file plaint, written statement and withdraw and compromise petitions and also to present appeals and to accept services of all summons notices and other process of law in respect of our aforesaid property.
8. To appoint engage on our behalf pleaders, Advocates or Solicitors, whenever us said Attornies shall think proper to do so and to disturb and/or terminate his, her or their appointment in relating our aforesaid property.