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I-2249/2017



पश्चिम बंगाल WEST BENGAL

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1506/11/130/17

Useful with the... at registration... of the... of the... of the...

Notary Public Sub-Registrar
Coochpur, Dist. Dum, 24-Prg. (North)

05 APR 2017

DEVELOPMENT POWER OF ATTORNEY

AFTER REGISTERED DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT I, SRI BABLA DUTTA

(PAN : AGHPD9893P) son of Late Amulya Bhushan Dutta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 77, Bidyasagar Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, District - North 24-Parganas, hereinafter called and referred to as the LAND-OWNER/PRINCIPAL, SEND GREETINGS.

WHEREAS, the above mentioned owner purchased a piece and parcel of land measuring an area of Nine(9) Chhittack more or less lying and situate at Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S./R.S. Dag No.578 appertaining to C.S./R.S. Khatian No.29 under Khatian No.28, P.S. Dum Dum in the district of North 24-Parganas from Sri Hiralal Majumder and others with the office of the Sub-Registrar, Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.17, Pages 9 to 18, being No.770, for the year 1985 and residing there with his family members after constructing a residential house thereon.

AND WHEREAS, after purchase and final measurement it is found that the actual area of land is more or less One(1) Cottaha or 720 Sq.ft. which the owner of this agreement and his predecessor-in-interest are enjoying more than thirty years within brick-built boundary without any claim or demand from any one.

AND WHEREAS, as per Adverse Possession Act (Section 65 of Limitation Act, 1963), the above owner became the absolute owner of the above mentioned landed property.

AND WHEREAS, thereafter the above owner executed and registered a Deed of Declaration for incorporating the said land in the records of the South Dum Dum Municipality and the said Deed was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.IV, Being No. 2243 for the year 2017.

AND WHEREAS, the above land-owner declare that the said land and building is free from all sorts of encumbrances.

AND WHEREAS, the said building is very old in style and in dilapidated condition and that is why the above owners have decided to demolish the existing structure and re-construct a new building on the said land but due to lack of money and technical know-how the First Party/owners have decided to hand-over the said

AND TO a competent Developer who can complete the entire construction at their cost and risk.

AND WHEREAS, to commercially exploit the said premises being Municipal Holding No.121, Bediagara Lane in Ward No.11 of the South Dum Dum Municipality, the LAND-OWNER have entered into an agreement with the Developer, for construction and/or raise a multi-storied building at the entire cost of the Developer, on the schedule mentioned plot of land in the manner and process as specifically mentioned in the land development agreement dated 25.09.17 and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum, North 24-Parganas and recorded therein in Book No.1, Being No. _____ for the year 2017.

NOW, I, SRI BABLA DUTTA (PAN : AGHPD9893P) son of Late Amulya Bhushan Dutta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 77, Bidyasagar Road, P.O. Bediagara, Kolkata - 700 077, P.S. Dum Dum, District - North 24-Parganas, hereinafter called and referred to as the LAND-OWNER/PRINCIPAL, do hereby nominate, constitute and appoint:-

GANPATI CONSTRUCTION

(PAN : AAKFG1985H)

a partnership firm having its principal place of business at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, being represented by its partners (1) SRI TAPAS ROY (PAN: AGBPR3283P) son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY (PAN : ABZPC5537A) son of Sri Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediagara Lane, P.S.:Dum Dum, Kolkata - 700 077, hereinafter called and referred to as the DEVELOPER//PROMOTER, AS MY

TRUE AND LAWFUL ATTORNEY to do the following acts, deeds, matters and things on our behalf hereinafter contained.

1. To look after and manage my property lying and situate at Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S./R.S. Dag No.578 appertaining to C.S./R.S. Khatian No.29 under Khatian No.28, P.S. Dum Dum, in the district of North 24-Parganas measuring an area of One(1) Cottaha more for less with RTS of 300 Sq.ft. standing thereon in proper manner as if I could do, if personally be present there.
2. To prepare the site plan and building plans and signed on the same on my behalf after demolishing the existing structure and submit the same to the South Dum Dum Municipality on my behalf along with the necessary papers/records including muniments of title pertaining to my property and deposit the requisite fees on my behalf.
3. To engage architect, contractor, at my aforesaid premises and to authorise anybody as our representative for any work in respect of the same at my above premises.
4. To sign on my behalf in the concerned papers required for obtainment of sanction of the said plan by the South Dum Dum Municipality or any other competent authority and to do all other acts, deeds, things or matters incidental thereto.
5. To negotiate with any intending purchaser or purchasers for either sale or long time lease which will be beneficial to the said attorney as above named and to receive money from the intending purchaser or purchasers, lessees or their agent or the nominee or nominees being the consideration or part consideration, advance, rent or others on my behalf and the said attorney also shall execute any such agreement or agreements with such

person or persons for sale a part or portion or entire said premises and will put his signature in the said agreements on my behalf as he would think fit and proper except my allocated portion as mentioned in the registered land development agreement.

6. To give replies on my behalf of all the reasonable queries to be made by any purchaser or purchasers or from any other authority or authorities to the satisfaction of the said purchaser or purchasers or the authority or authorities concerned.
7. To accept and receive the agreed sum from the purchasers being the consideration and to give effectual receipt thereof on my behalf except my allocated portion as mentioned in the registered land development agreement.
8. To demand, collect and receive and give bonafied discharge of all advance moneys, other dues or claims pertaining to the said property and to take, institute prosecute or defend all legal proceedings, suits including Arbitration proceedings and any other proceedings in connection with the said premises before any Court, Tribunal, Land Ceiling Authority or to any authority and to engage Solicitors, advocates and other professionals as would be required fit and proper by the said constituted attorneys and to appear before any authority for any reason whatsoever relating to my said property as and when necessary on my behalf including before the Land Ceiling Authority and to take any such decision as my said attorney think fit and proper.
9. To give replies of all the correspondences in dealing with the said property on my behalf.

- 10 To give no objection certificate on my behalf to any Purchaser or Purchasers who intends to purchase one or more flats/units to be so constructed on the said property more fully and particularly described in the schedule below.
- 11 To represent me and to sign all documents, agreements on my behalf to any purchaser or purchasers for sale of the said municipal holding and to negotiate for sale and to enter into agreement for sale or to dispose of the flat and to be at such price and on such terms and conditions as my said Attorney think fit and proper and for the aforesaid purpose, to settle the terms and to sign seal and execute and deliver all such acts, deeds, papers agreements for sale or assurance with all reasonable covenants therein and generally upon such terms and conditions as my said Attorney may think fit and proper, and also to receive money by way of earnest and in part or full of consideration.
- 12 To present any such Deed of Conveyance or conveyances, Declaration, Amalgamation Deed, Rectification Deed, Amalgamation Deed for registration and to admit execution and receipt of consideration before any concerned Additional District Sub-Registrar, District Registrar, Registrar of Assurances, or any other officer having authority to have the said conveyances registered and to do all acts, deeds and things which my said Attorneys shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually I could do the same myself.
- 13 To pay on my behalf rents, charges, expenses and other out goings whatsoever payable for and on account of the said land or any part thereof and to obtain valid discharges in respect thereof.

14. To apply for and obtain such certificates and other permissions, clearances, including certificate and/or permissions under laws relating to the Urban land (Ceiling and Regulations) Act, 1976, and Income Tax Act or any other laws relating to the matter of land and/or building. To sign on my behalf on the applications to be filed with the U.I (C & R) Act. 1976, to deposit, submit and withdraw all papers and documents necessary for such clearance. To pay fees and charges, if necessary, to present me before the said authority or authorities and to do all other incidents necessary for the purpose.
15. To appear and represent me in all or any court or courts within the jurisdiction of Hon'ble High Court and before all or any Magistrate, Judge relating to any suit in connection with the said property.
16. To sign on my behalf all papers, documents, affidavits, petition for the purpose of conducting the suit, appeal on any proceeding arising out of or touching with or in respect of the said property.
17. To negotiate with tenants and make agreement/s with them on my behalf and generally upon such terms and conditions as my said Attorney may think fit and proper, and also to receive money by way of earnest and in part of consideration.
18. To apply for Completion/Occupancy Certificate after completion of the proposed building to the authority of the Panihati Municipality and will pay the fees, if any, and obtain the same on my behalf.
19. To apply to C.E.S.C./W.B.S.E.B. for connection of Main Meters and other meters for purchasers on my behalf and pay security deposit for the same and obtain receipt there from on my behalf.

20. For construction of the said new multi-storied building and/or arrangement of construction firm which is appointed by me as Agent/Attorney or their firm shall negotiated with the intending buyers, suppliers, transferee/transferees of certain unit/flat/shop/garage and together with proportionate share of land of the said peroperty in terms of the AGREEMENT FOR DEVELOPMENT dated 05.04.2017 and in these connections my appointed agents shall be entitled to make any shorts of transfer/sale/agreement such as short/long term lease, tenancy or do assign any part or portion or whole of the Developer's own allocation to any intending person/persons and do receive any amount advance from the transferee/transferees or have right to as my ATTORNEY think fit and proper without making me liable in any way.
21. To negotiate with the existing Tenants/occupiers who are presently residing in the said premises or running their business in the said premises for sale/make agreement for sale/execute Deed of Conveyance or any other agreement or agreements, which will be beneficial to the said attorney as above named and to receive money from them or their nominee or nominees being the consideration or part consideration, advance, rent or others and the said attorney also shall execute any such agreement or agreements with the said tenants/occupiers for any matter and will put his signature in the said agreement or agreement on my behalf as he would think fit and proper.

AND GENERALLY to do all other acts, deeds, matters and things that would be necessary from time to time for which no explicit power has given hereby.

AND I do hereby agree to ratify and confirm all and whatsoever my said attorney shall lawfully do, execute, perform or cause to be done, executed and performed in connection with the sale as aforesaid.

SCHEDULE OF LAND

(Description of the property to be developed)

ALL THAT piece or parcel of land measuring and area of One (1) Cottaha more or less along with a RTS measuring a constructed area of 300 Sq.ft. lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza – Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S./R.S. Dag No.578 appertaining to C.S./R.S. Khatian Nos.29 under Jaminder Khatian No.28, Status of Land – Bastu, Municipal Holding No.121, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality, Sub – Registration Office at Cossipore Dum Dum,

the land is being butted bounded as :-

ON THE NORTH	::	House of Bankim Chndra Das
ON THE SOUTH	::	House of Bharati Roy
ON THE EAST	::	4'-0" Ft. wide Common Passage and thereafter Land of Amulya Bhusan Dutta
ON THE WEST	::	House of Biju Chakraborty

IN WITNESS WHEREOF, we the aforesaid owners/principals have hereto set and subscribe my respective hands on this the 5th day of April, in the year two thousand SEVENTEEN (2017) A.D.

SIGNED AND DELIVERED
BY THE LAND-OWNER/PRINCIPAL
AT SODEPUR IN THE
PRESENCE OF:

Abhila Dutta

WITNESS:



- 1. *Bidhantra Mitra*
Baran
- 2. *Bhaskar Mohanta*
1132, Pankaj Dutta Rd
Sec-50

We accept the above terms and conditions of the owner/ principal.

GANPATI CONSTRUCTION
Sanjay Chandra
 Partner
Harsh
 Partner
 (ATTORNEY)

Prepared by me,
Bidhantra Mitra
Baran
 High Court, Calcutta
 Regn. No. 218/2017/20.

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Abhishek Mittal</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	 <i>Abhishek Mittal</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	 <i>Abhishek Mittal</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

Major Information of the Deed

Deed No :	I-1506-02249/2017	Date of Registration	05/04/2017
Query No / Year	1506-1000111130/2017	Office where deed is registered	A.D.S.R. COSSIPORE DUMDUM, District: No 24-Parganas
Query Date	05/04/2017 2:14:15 PM		
Applicant Name, Address & Other Details	Bhaskar Mohanta Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobil No : 9836085843, Status :Others		
Transaction	[0138] Sale, Development Power of Attorney after Registered Development Agreement		
Set Forth value	Rs 2/-	Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Stampduty Paid(SD)	Rs. 13,04,999/-	Market Value	
Rs 100/- Article:48(g))		Registration Fee Paid	
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]- 150602243/2017 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: North 24-Parganas, P.S.- Dum Dum, Municipality: SOUTH DUM DUM, Road: Bediapara Lane, Mouza: Sinthee-nij, Ward No: 11, Holding No:700077

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-578	RS-29	Bastu	Bastu	1 Katha	1/-	10,79,999/-	Width of Approach Road: 4 Ft.,
Grand Total :					1.65Dec	1/-	10,79,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft	1/-	2,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		300 sq ft	1/-	2,25,000 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger print	Signature
	Mr BABLA DUTTA (Presentant) Son of Late Amulya Bhushan Dutta Executed by: Self, Date of Execution: 05/04/2017 Admitted by: Self, Date of Admission: 05/04/2017,Place : Office			
		05/04/2017	LT 05/04/2017	05/04/2017

77, Bidyasagar Road, P.O. Bediapara, Kolkata - 700, P.O:- Bediapara, P.S:- Dum Dum, Dum Dum District:-North 24-Parganas, West Bengal, India, PIN - 700077 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AGHPD9893P Status :Individual

Party Details :

Name, Address, Photo, Finger print and Signature

GANPATI CONSTRUCTION

784 Purba Sinthee Road, Madhugarh, P.S. Dum Dum,, P.O.- Ghugudanga, P.S:- Dum Dum, Dum Dum, District -North 24-Parganas, West Bengal, India, PIN - 700030 PAN No. :AAKFG1985H Status :Organization

Representative Details :

SI No Name, Address, Photo, Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	Mr TAPAS ROY Son of Mr. Surendra Chandra Roy Date of Execution - 05/04/2017, Admitted by: Self, Date of Admission: 05/04/2017, Place of Admission of Execution: Office			
		Apr 5 2017 3:58PM	LTI 05/04/2017	05/04/2017

784 Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, P.O.- Ghugudanga, P.S:- Dum Dum, Dum Dum, District -North 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. :AGBPR3283P Status : Representative, Representative of : GANPATI CONSTRUCTION (as PARTNER)

2 Name Photo Finger Print Signature

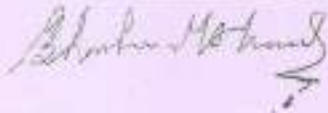
Mr DHRUBAJYOTI CHAKRABORTY Son of Late Rabindra Nath Chakraborty Date of Execution - 05/04/2017, Admitted by: Self, Date of Admission: 05/04/2017, Place of Admission of Execution: Office			
	Apr 5 2017 3:55PM	LTI 05/04/2017	05/04/2017

180, Rabindra Nath Tagore Road (also Known As Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, P.O:- Bediapara, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700077, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:ABZPC5537A Status : Representative, Representative of : GANPATI CONSTRUCTION (as PARTNER)

Identifier Details :

Name & address

Mr Babla Datta
 132 Purba Sinthee Road, P.O - Ghughudanga, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr BABLA DUTTA, Mr TAPAS ROY Mr DHRUBAJYOTI CHAKRABORTY

	05/04/2017
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Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
	Mr BABLA DUTTA	GANPATI CONSTRUCTION-1.65 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
	Mr BABLA DUTTA	GANPATI CONSTRUCTION-300 Sq Ft

Endorsement For Deed Number : I - 150602249 / 2017

On 05-04-2017

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 of Indian Stamp Act 1899

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

Presented for registration at 15:02 hrs on 05-04-2017, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr BABLA DUTTA, Executant

Certificate of Market Value(WB PUVA rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 13,04,999/-

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

Execution is admitted on 05/04/2017 by Mr BABLA DUTTA, Son of Late Amulya Bhushan Dutta, 77, Bidyasagar Road, P.O. Bediapara, Kolkata - 700, P.O. Bediapara, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700077, by caste Hindu, by Profession Business

Identified by Bhaskar Mohanta, , Son of Arjun Mohanta, 1132 Purba Sinthee Road, P.O: Ghughudanga, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

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

Execution is admitted on 05-04-2017 by Mr TAPAS ROY, PARTNER, GANPATI CONSTRUCTION, 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum,, P.O:- Ghugudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Identified by Bhaskar Mohanta, , Son of Arjun Mohanta, 1132 Purba Sinthee Road, P.O: Ghughudanga, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

Execution is admitted on 05-04-2017 by Mr DHRUBAJYOTI CHAKRABORTY, PARTNER, GANPATI CONSTRUCTION, 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum,, P.O:- Ghugudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Identified by Bhaskar Mohanta, , Son of Arjun Mohanta, 1132 Purba Sinthee Road, P.O: Ghughudanga, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

Payment of Fees

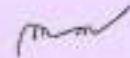
Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 21/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

Stamp Type: Impressed, Serial no 3998, Amount: Rs.100/-, Date of Purchase: 16/03/2017, Vendor name: R Paul



Mohul Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2017, Page from 66081 to 66098

Deed No 150602249 for the year 2017.



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2017.04.07 11:31:20 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 07-04-2017 11:31:19
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)