

I-814/21



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Y 734494

12.90

Admitted to Registration the lignature Sheet and the Endrangements Admitted with the Documents are the Part of Secument.

Dougland

0 8 FEB 2021

QUERY / YEAR: 8000270055 / 2021

DEVELOPMENT POWER OF ATTORNEY

BY LAND OWNER IN FAVOUR OF DEVELOPER

Development Power of Attorney after Registered Development Agreement of Deed No. - Deed No. I - 230600726 for the year 2021.

BY THIS DEVELOPMENT POWER OF ATTORNEY is made on the 08th day of February 2021 at Additional District Sub-Registrar Office, Durgapur.

Page 1 of 8

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Subrate Kumar Chakraborty
Stamp Vendor

A.D.S. R. Office, Durgapur-16
Licence No. 5 of 1988

130



Addl. Dist. Sub-Registrar Durgapur, Paschim Bardhaman

■ 8 FEB 2021

KNOWN ALL MEN BY THIS PRESENTS that I.

SRI PITAMBAR DAS [PAN No. - ALAPD6525C & Aadhaar No. - 2629 2556 6820], son of Late Tarak Nath Das, by Occupation—Business, by Caste - Hindu, Nationality - Indian, residing at Ratanganj, Sonamukhi, P.O. & P.S.- Sonamukhi, PIN - 722207, District: - Bankura, West Bengal, India;

do here by nominate constitute and appoints

MANALI CONSTRUCTION [PAN No. - ANGPD2521C], having its Registered Office at Sonamukhi, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal, India; being represented by its sole proprietor Mr. SHYAMAL DUTTA [PAN No. - ANGPD2521C & Aadhaar No. - 6527 8942 2637], Son of Late Santi Ranjan Dutta, by Occupation - Business, Nationality - Indian, Residing at Sonamukhi, Dewan Bazar, P.O. & P.S. - Sonamukhi, District - Bankura, PIN Code - 722207, State - West Bengal and Presently residing at 11/35, SEPCO Township, Durgapur - 713205, P.S. - Durgapur, District - Paschim Bardhaman, State - West Bengal, India; as my true lawful attorney in our name and on our behalf to do execute, and performed all or any of the following acts, deeds and things related to our property described in the schedule below as we are unable to look after and manage the same.

WHEREAS the Land Owner is the absolute owner, in possession, enjoyment and sufficiently entitled to all those pieces or parcels of *Baid* land or premises or the property admeasuring about more or less 10 (ten) decimal being situated at District - Paschim Bardhaman, Sub-Division - Durgapur, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, R.S. Plot No. - 489 & L.R. Plot No. - 3188, L.R. Khatian No. 2371; as its absolute owner in fee simple free from all encumbrances which is fully mentioned and described in the schedule hereunder written and hereinafter referred to as the "SCHEDULE PROPERTY",

AND WHEREAS the said "SCHEDULE PROPERTY" was gifted by Tarak Nath Das (Father of the Land Owner) & Smt. Manjulika Das (Mother of the Land Owner) to his son Sri Pitambar Das, by virtue of Registered Deed of Gift being No. I - 57 of 2001 dated 24.11.2001.

AND WHEREAS, in the year 1992, Sri Tarak Nath Das & Smt. Manjulika Das separately purchased the said schedule property from Sri Mrinal Kanti Das & Sri Mukul Kanti Das by virtue of two separate Registered Sale Deeds respectively vide (1) Registered Deed of Sale No. 1 - 6067 dated 22.09.1992 and (2) Registered Deed of Sale No. 1 - 6066 dated 22.09.1992.

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AND WHEREAS, the Secretary of the Durgapur Municipal Corporation, Durgapur, has been issued the Mutation Order in favour of **Sri Pritambar Das** (the Land Owner) vide Memo No.- DMC/MUT/1820/02 dated 26.06.2002 and DMC/MUT/1821/02 dated 26.06.2002 in respect of the said Schedule Property.

AND WHEREAS, the Revenue Officer of the Block Land & Land Reforms, Faridpur – Durgapur has been issued the Certificate of Mutation in favour of Sri Pritambar Das (the Land Owner) vide Memo No. 1766 dated 30.08.2005 & Mutation Case No. 1386/05 in respect of the said Schedule Property.

AND WHEREAS a Registered Development Agreement with the Builder or the joint venture agreement has already been registered before Additional District Sub Registrar Office, Durgapur on 2nd day of February, 2021 being Deed Serial No. 735 & Deed No. I - 230600726 for the year 2021.

AND WHEREAS due to my pre-occupation and other limitations it is not possible for me to ensure personal attendance of me in all occasion to complete the formalities in related to our property described in the schedule below and as such, I have decided to execute this **Development Power of Attorney** in favour of **MANALI CONSTRUCTION** as aforesaid.

NOW THEREFORE BY THIS DEVELOPMENT POWER OF ATTORNEY, I do here by authorized and empowered our said constitute lawful attorney to do and execute the following acts, deeds or things for me and on my behalf and in my names;

- To develop and sell except owner's allocation buildings consisting of flats for residential purpose in the said schedule property and the Developers agrees to the name of the proposed Multistoried Building Complex / Apartment commonly known as "HARA KUSUM APARTMENT PHASE - IX".
- To prepare plans for development of the said property and to submit the same to Durgapur municipal Corporation and other concerned authorities for obtaining approval to the same and any amendments thereto.
- 3. To approach all concerned authorities under the urban land ceiling (Regulation) Act 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property if necessary and for that purpose to sign such applications, papers, writings, undertakings as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any other of the competent authority or any other authority made under the provisions of the said Act.

- 4. To approach, appear, represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Department, Municipal Corporation, Municipality, Town planning Department and other concerned authorities in connection with the development, Construction, sale of Apartments except owner's allocation and Management thereof.
- 5. To enter upon the land and premises with men and materials and to do all things necessary for and constructing the multistoried building and to apply for and obtain from the authorities concerned permits for cement, steel and other materials, water supply, electricity connection and all other things necessary for the carrying out the said construction work.
- 6. To apply for and obtain electricity and water connection from the WBSEDCL and / or WBSEB Ltd. and / or DPL and / or DVC and /or Durgapur Municipal Corporation and to execute the necessary cooperation lease agreement in respect of a portion of the said premises for installation of electrical equipment for supply to the entire apartment buildings and install separate meters for each apartment.
- 7. To sign, execute, admits, execution of any present for registration and register Sale Deeds, Release Deed, Mortgage Deed and all deed of conveyance or conveyances or any agreement on my behalf in respect of sale of flats except owner's allocation. Spaces, car parking spaces of the building out of the total property in favour of the intending purchaser/purchasers before competent Registering Authority and have them registered according to law which I can do the same myself.
- 8. To apply for and obtain from Government Department and municipality NO OBJECTION CERTIFICATE permission or sanction for certificate, completion of the said buildings, completion thereof, exemption Certificate, completion certificate and occupation certificate in respect of the said multistoried apartment buildings.
- 9. To enter into agreement for sale of the flats or apartments except the owner's allocation to be constructed at the said premises on ownership basis and to take advance in respect thereof, give possession and execute conveyance or conveyances as and when necessary on such terms and conditions as the Attorney may think proper and in connection with the law and for this purpose to obtain the necessary permission, NO OBJECTION CERTIFICATE or clearance from the authorities concerned and to get the documents, agreements, conveyances and to do all things in construction thereof.

- 10. To insure the property all risks such as fire, tempest riots civil commotion, malicious acts, explosions, bombs, short-circuits, bursting of gas cylinders and floods, earthquakes or otherwise causing any damage to the building or any portion thereof the full value of the multistoried buildings and other assets and therein as the Attorney may think proper.
- 11. To ask, receive and realize from all occupiers or purchasers of flats, charges, expanses, rates, cases and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realization thereof.
- 12. To accept writ or summons or other legal processes or notices, appear before any officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent us in connection there with file appeals or revision or representation and appoint Advocates and lawyers to appear act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises except the owner's allocation.
- 13. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petition in connection with any suit proceeding, appeal, revision, review petition before any officer Authority, Court, Tribunal, Magistrate or any other person for and on my behalf in connection to the said development project.
- 14. To receive from any person, office, authority, Court, Tribunal or any documents, money or other things give release and receipt thereof.
- 15. To enter in to any agreement for sale, memorandum of understanding, deed conveyance and/or any other instrument and document in respect of flat/s, units and /or car parking spaces within Developer's Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by me in terms of the Agreement for Development. To take financer/ loan in the name of the Authority and/or any nominated purchaser or purchasers of the attorney from any financial concern by depositing and mortgaging flat/ flats/ shops from Developer's allocation and to sign in the papers and documents for the said purpose.
- 16. To receive the consideration money in cash or by cheque/draft in the name of attorney from the intending purchaser or purchasers for sale or booking of flat/s or units or car parking spaces except owner's allocation and shall grant receipts and to give full discharge to the purchaser/s as lawful representative.

- 17. To execute necessary Deed of Conveyance in favour of the intending purchasers for flat/ flats/ garage/ car spaces within the Developer's allocation by putting signature on my behalf and also to receive full and final consideration of the flat/ flats/ garage / car spaces within the Developer's allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorney. To instruct the Advocate/lawyer for preparing and/or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in their agreement as may be necessary for the purpose for sale of the flats/unit parking spaces in the said building over and above the said premises except owner's allocation.
- 18. Generally to do and perform all acts, deeds, things, matters, necessary for all or any the aforesaid purpose and to give full effect thereof.
- 19. To do all other acts, deeds, matters and things which be necessary for us to be done for rendering these presents valid and effectual to all intents and purpose.
- 20. For performing and carrying out the purpose of these presents we hereby grant unto the said authority full and absolute authority and power to substitute and appoint in its place and stead one or more attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.
- 21.1 do hereby declare that the powers and authorities hereby granted and the said property is fully and properly developed as per agreement for development and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning. However no right title of the schedule mentioned property transferred by virtue of this power of Attorney.
- 22. I do hereby further declare that No right, title of the scheduled property is transferred in favour of the Developer by virtue of this Development Power of Attorney.

23. REVOCATION:

The Land Owner or Vendor or I have or shall have every right to revoke and/or rescind this Development Power of Attorney after completion of all individual registration of the intending buyer(s) or purchaser(s) of the said multistoried building complex on the below mention Schedule Land.

AND I THE ABOVENAMED DO HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever act or acts my said attorney will do in relation to the schedule premises under the power in our behalf and shall lawfully do or cause to be done executed and performed in connection with related to develop the said schedule property or the schedule premises either jointly and/or severally aforesaid by virtue of this Development Power Attorney and I do hereby declare that I shall not to do anything inconsistent with the Development Power of Attorney.

AND all acts, deeds and things done lawfully my said attorney will be constructed as acts deeds and things done by me as I personally present, I the above executant do hereby agree to ratify and confirm by virtue of the power hereby given.

SCHEDULE PROPERTY (LAND)

In the District - Paschim Bardhaman, Sub-Division - Durgapur, Ward No. - 25, Durgapur Municipal Corporation, Holding No. - 114/N, Durgapur - 713206, P.S. - New Township, Mouza - Fuljhore, J.L. No. - 107, R.S. Plot No. - 489 & L.R. Plot No. - 3188, L.R. Khatian No. 2371 pieces or parcels of Baid land or premises or the property admeasuring about more or less 10 (ten) decimal and within the limits of Durgapur Municipal Corporation and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line and butted and bounded by:

North - Plot of Sri Nanda Mallick

South - 150 feet wide Jaharlal Neheru Avenue (Fuljhore)

East - Plot & House of Sri Pranab Mallick

West - Plot & House of Chittaranjan Ghorui

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both the hands of the Executant and the Lawful Attorney are attested in additional pages in this deed being nos. 1(A) i.e. in total 1 number of page and these will be treated as a part of this Deed of Development Power of Attorney by Land owners in favour of Developer.

IN WITNESSES WHEREOF I, the Executant & lawful attorney and parties to those presents have hereto set and subscribed our respective hands and seals as aforesaid this at Additional District Sub-Registrar Office, Durgapur on the date, month and year hereinabove first above written.

SIGNED AND DELIVERED by the EXECUTANT (Land Owner PITAMBER DAS) in presence of:

Pitamber Das

(PITAMBER DAS)

SIGNED AND DELIVERED by the ATTORNEY (MANALI CONSTRUCTION as Developer duly Represented by Mr. SHYAMAL DUTTA) in presence of:

Manali Construction

Shyan Drille Proprietor

WITNESS:

1. Mr. LALU PAL

Son of Mr. Chandra Dhar Pal Residing at Palashdanga, Joynagar, P.O. - Sonamukhi, P.S. - Sonamukhi PIN - 722208, District - Bankura.

Lalu pal

2. Mr. SAURAV MONDAL

Son of Mr. Subhash Mondal Residing at Ramchandrapur, Samar Gram Ramchandrapur, P.S. – Sonamukhi, PIN – 722207 District – Bankura.

Souran Monday

Drafted & printed at my office to peruse the records & documents which produced by the Land Owner & the Developer and I read over & explained in mother language to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.

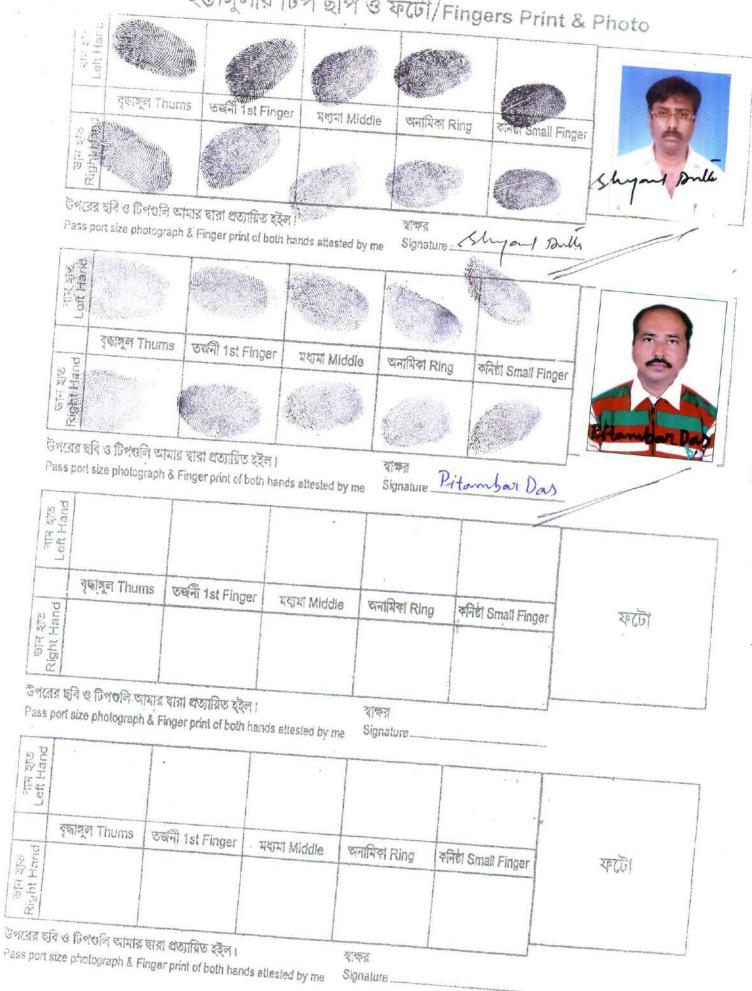
(JAYANTA SARKAR)

Toutoto Southough

Advocate,

District Court of Paschim Bardhaman & Durgapur Court. Enrolment No. = WB/65/1992 of West Bengal Bar Council.

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

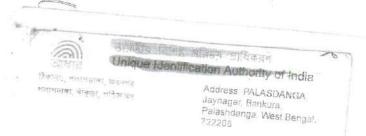




আধার – সাধারণ মানুষের অধিকার



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आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA



स्थायी लेखा संख्या कार्ड ' Permanent Account Number Card

ALAPD6525C

नाम / Name PITAMBAR DAS

पिता का नाम / Father's Name TARAK NATH DAS

जन्म की तारीख/ Date of Birth 15/05/1968

Pilambar Dan



Pitambar Das



Mujar Dulla

Major Information of the Deed

Deed No :	1-2306-00914/2021	Date of Registration 08/02/2021		
Query No / Year	2306-8000270055/2021	Office where deed is registered		
Query Date 05/02/2021 12:02:49 PM		2306-8000270055/2021		
Applicant Name, Address & Other Details	Jayanta Sarkar Durgapur Court,Thana : Durgapur, D Mobile No. : 8617040350, Status :Ad	istrict : Paschim Bardhaman, WEST BENGAL, vocate		
Transaction		Additional Transaction		
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered			
Set Forth value		Market Value		
Rs. 1/-		Rs. 60,60,610/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 50/- (Article:48(g))		Rs. 7/- (Article:E)		
Remarks	Development Power of Attorney after No/Year]:- 230600726/2021 Receiv issuing the assement slip.(Urban are	Registered Development Agreement of [Deed ed Rs. 50/- (FIFTY only) from the applicant for a)		

Land Details:

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: J. L. Neheru Avenue (Fuljhore), Road Zone: (On Road -- On Road), Mouza: Fuljhore,, Ward No: 25 Pin Code: 713206

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	LR-3188 (RS :-)	LR-2371	Bastu	Baid	10 Dec	1/-	60,60,610/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
	Grand	Total:			10Dec	1 /-	60,60,610 /-	

Principal Details:

SI No	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Mr PITAMBAR DAS Son of Late Tarak Nath Das Executed by: Self, Date of Execution: 08/02/2021 , Admitted by: Self, Date of Admission: 08/02/2021 ,Place : Office			Pitambar Das			
	an retrouvedac	08/02/2021	LTI 08/02/2021	08/02/2021			

Ratanganj, Sonmukhi,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx5C, Aadhaar No: 26xxxxxxxx6820, Status: Individual, Executed by: Self, Date of Execution: 08/02/2021

, Admitted by: Self, Date of Admission: 08/02/2021 ,Place: Office

Attorney Details:

SI No	Name,Address,Photo,Finger print and Signature
	MANALI CONSTRUCTION Sonamukhi, Dewan Bazar,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, PAN No.:: ANxxxxxx1C, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Mr SHYAMAL DUTTA (Presentant) Son of Late Santi Ranjan Dutta Date of Execution - 08/02/2021, , Admitted by: Self, Date of Admission: 08/02/2021, Place of Admission of Execution: Office			Shyand Dutts		
		Feb 8 2021 1:42PM	LTI 08/02/2021	08/02/2021		

Sonamukhi, P.O:- Sonamukhi, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx1C, Aadhaar No: 65xxxxxxxxx2637 Status: Representative, Representative of: MANALI CONSTRUCTION (as PROPRIETOR)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr LALU PAL Son of Mr CHANDRA DHAR PAL PALASHDANGA, JOYNAGAR, P.O:- SONAMUKHI, P.S:- Sonamukhi, District:- Bankura, West Bengal, India, PIN - 722208			Lodu Pal
	08/02/2021	08/02/2021	08/02/2021

Trans	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Mr PITAMBAR DAS	MANALI CONSTRUCTION-10 Dec	

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- New Township, Municipality: DURGAPUR MC, Road: J. L. Neheru Avenue (Fuljhore), Road Zone: (On Road -- On Road), Mouza: Fuljhore,, Ward No: 25 Pin Code: 713206

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant	
LR Plot No:- 3188, LR Khatian No:- 2371		Owner:পিতাধ্ব দাস, Gurdian:তারকনাথ , Address:নিজ , Classification:বাইদ, Area:0.10000000 Acre,	Mr PITAMBAR DAS	

Endorsement For Deed Number: I - 230600914 / 2021

On 05-02-2021

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 60,60,610/-

Partha Bairaggya ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

On 08-02-2021

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 12:30 hrs on 08-02-2021, at the Office of the A.D.S.R. DURGAPUR by Mr SHYAMAL DUTTA...

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

Execution is admitted on 08/02/2021 by Mr PITAMBAR DAS, Son of Late Tarak Nath Das, Ratanganj, Sonmukhi, P.O: SONAMUKHI, Thana: Sonamukhi, City/Town: SONAMUKHI, Bankura, WEST BENGAL, India, PIN - 722207, by caste Hindu, by Profession Business

Indetified by Mr LALU PAL, , , Son of Mr CHANDRA DHAR PAL, PALASHDANGA, JOYNAGAR, P.O: SONAMUKHI, Thana: Sonamukhi, , Bankura, WEST BENGAL, India, PIN - 722208, by caste Hindu, by profession Others

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

Execution is admitted on 08-02-2021 by Mr SHYAMAL DUTTA, PROPRIETOR, MANALI CONSTRUCTION, Sonamukhi, Dewan Bazar,, P.O:- SONAMUKHI, P.S:- Sonamukhi, Sonamukhi, District:-Bankura, West Bengal, India, PIN - 722207

Indetified by Mr LALU PAL, , , Son of Mr CHANDRA DHAR PAL, PALASHDANGA, JOYNAGAR, P.O: SONAMUKHI, Thana: Sonamukhi, , Bankura, WEST BENGAL, India, PIN - 722208, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 611, Amount: Rs.50/-, Date of Purchase: 03/02/2021, Vendor name: Subrata Kumar Chakraborty

Partha Bairaggya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR

Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2021, Page from 40367 to 40384 being No 230600914 for the year 2021.



Digitally signed by PARTHA BAIRAGGYA Date: 2021.02.10 17:36:33 +05:30 Reason: Digital Signing of Deed.

- Arb

(Partha Bairaggya) 2021/02/10 05:36:33 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. DURGAPUR West Bengal.

(This document is digitally signed.)