

11485/13

C-9/23/13



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 191169

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with the document are the part of this document.

Adm. Dist. Sub-Registrar
Alipore, South 24 Parganas

26 NOV 2013

DEVELOPMENT POWER OF ATTORNEY

This Development Power of Attorney is made on this the 25th day of November Two Thousand Thirteen


By us viz :

- (1) SMT. SAFALI BISWAS aged about 55 years wife of Late Subhas Biswas by faith Hindu, by occupation House-wife residing at 16/5, Khanpur Road, P.S. Jadavpur now Patuli,

Serlah 4995 Date 21/11/13
Name Anil Chandra Ghosh of M/s Shell-Tech Construction
Address 2081, Chak Garia, E-14 Sammitani Park Kol-75
Rs 50/-


A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27

Anil Chandra Ghosh


 9352

FOR SHELL-TECH CONSTRUCTION


Anil Chandra Ghosh

9353


Proprietor,

 Sabali Biswas

9354

 Sandipan Biswas

9355

 Soma Choudhury

Tarun Choudhury

S/o, Narayan Ch. Choudhury
22/A, 8 Barnes Choudhury Salt
Park - Kol-70.
8 Bimsea.



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Signature.....

Kolkata-700047, and also 13, Bansdroni New Govt. Colony, P.S. Regent Park, Kolkata-700 070, (2) **SRI SANDIPAN BISWAS** aged about 39 years son of Late Subhas Biswas by faith Hindi, by occupation Service, residing at 16/5, Khanpur Road, P.S. Jadavpur now Patuli, Kolkata-700047, and also 13, Bansdroni New Govt. Colony, P.S. Regent Park, Kolkata-700 070, and (3) **SMT. SOMA CHOWDHURY** aged about 29 years wife of Sri Tarun Chowdhury and daughter of Late Subhas Biswas by faith Hindu, by occupation House-wife, residing at 22A, Bansdroni South Park, P.S. Bansdroni, Kolkata-700 070 hereinafter collectively called and referred to as the **OWNERS/EXECUTANTS /FIRST PARTY** (Which terms or expressions shall unless otherwise excluded by or repugnant to the context shall mean and exclude their heirs, legal representative and assign) of the **FIRST PART**.

AND

M/S. SHELL-TECH CONSTRUCTION, a proprietorship Concern having its office at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, represented by its sole proprietor **SRI ANIL CHANDRA GHOSH**, Son of Late Surendra Chandra Ghosh, by religion Hindu, by occupation Business, residing at 2081, Chak Garia, (E-14, Sammilani Park) P.O. Santoshpur, P.S. Survey Park, Kolkata 700075 hereinafter called and referred to as the **BUILDER/DEVELOPER / SECOND PARTY** (Which terms or expressions shall unless otherwise excluded by or repugnant to the context shall mean and exclude his heirs, legal representative and assign) of the **SECOND PART**.

WHEREAS all materials time and for all intents and purposes one Sri Subhas Biswas son of Late Chittaranjan Biswas residing at 13, Bansdroni New Govt. Colony, P.S. Jadavpur, Kolkata was the absolute and beneficial owner and seized and possessed of or otherwise well and efficiently entitled to piece and parcel of demarcated landed property measuring more or less 5 Cottahs, 00 Chittas, 00 sq. ft. along with 400Sft tin shed old house standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16, Khanpur Road, P.S. Jadavpur, now Patuli, Kolkata 700047, Ward no. 98, District South 24 Parganas, from the then owners/vendors therein Sri Nousher Ali Mollah, Sri Ramjan Ali Mollah, Sri Korban Ali Mollah and Sri Raja Ali Mollah all sons of Late Bhoto Mollah



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through a registered Deed of Sale executed and registered in the office of District Sub Registrar Alipore, on 25th July, 1984 and recorded in Book no.1, Volume no. 82, pages 234 to 242, being no. 9727 for the year 1984 against valuable consideration mentioned therein.

AND WHEREAS the said Subhash Biswas thereafter mutated his name in the record of K.M.C. and got mutation in respect of the said property and got new Premises no.16/5, Khanpur Road, being K.M.C. Assessee No. 21-098-03-0423-1 under K.M.C. Ward no. 98, and started living with his family thereon.

AND WHEREAS the said Subhash Biswas while enjoying and possessing his property absolutely thereafter the said Subhash Biswas died intestate on 7th August, 2012 leaving behind him surviving his wife Smt Safali Biswas, one son Sri Sandipan Biswas and one daughter Smt Soma Chowdhury as legal heirs and successors who collectively inherited the property in equal shares from their husband and father respectively as per Hindu Succession act 1956.

AND WHEREAS thus at present Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury herein are only the legal heirs and successor of the said deceased Subhash Biswas and they all are the absolute joint undivided owners by way of inheritance in respect of the property at premises no 16/5, Khanpur Road, Kolkata-700 047 by virtue of Hindu Succession Act 1956.

AND WHEREAS Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the only legal heirs of deceased Subhash Biswas thereafter applied for mutation in the record of the Kolkata Municipal Corporation assessment department instead of deceased Subhas Biswas in respect of the said property at KMC premises no. 16/5, Khanpur Road, P.S. Patuli, Kolkata-700 047 and got mutation in respect of the said property keeping the same Assessee No. 21-098-03-0423-1 and same Premises No. 16/5, Khanpur Road under K.M.C. Ward no. 98, Kolkata-700 047.

A. Thus we Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury are the absolute joint owners of the entire bastu land measuring 05Cotthas 00 Chattaks 00 sq.ft. more or less with several tiled shed structure standing thereon being its Municipal Premises No 16/5, Khanpur Road, P.S. Patuli, Kolkata-700 047 and have no others legal heirs.



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- B. The said Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury jointly entered into one Development Agreement on dated 25th day of November 2013, with "M/S. SHELL-TECH CONSTRUCTION" a proprietorship concern, having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.: Santoshpur, P.S.: Survey Park, Kolkata-700 075 and authorizing the said firm "M/S. SHELL-TECH CONSTRUCTION" and its proprietor to erect and or construct several buildings comprising several flats, parking spaces and Shops at its own costs and expenses on the aforesaid landed property measuring 05K-00Ch-00 Sft more or less along with 400 Sft tin shed standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, District South 24 Parganas, Kolkata-700047 (as also describe at the Schedule-A below) to dispose the same by way of sale to the intending purchaser or purchasers of the said flats, shops and parking space to be constructed thereon by said "M/S. SHELL-TECH CONSTRUCTION" therein mentioned in the development agreement as Builder/Developer /Contractor and the flats, parking spaces and shops except owners' allocation as per agreement dated 25th November 2013 as per sanction plan obtained in their names and on behalf of the said Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury from the Kolkata Municipal Corporation.
- C. The Premises No. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, District South 24 Parganas, Kolkata-700047 along with the structure over it more fully and completely described in the above and hereinafter will be termed as "the said premises".

NOW KNOW ALL MEN BY THIS PRESENTS that We Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the joint absolute owners of the said property mentioned above do hereby nominate and constitute the said SRI ANIL CHANDRA GHOSH son of late Surendra Chandra Ghosh by faith Hindu, by occupation business residing at 2081, Chakgaria, E-14, Sammilani Park, P.O.: Santoshpur, P.S.: Survey Park, Kolkata-700 075 proprietor of "M/S. SHELL-TECH CONSTRUCTION" having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.: Santoshpur, P.S.: Survey Park, Kolkata-700 075 to be



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our true and lawful attorney to do for us or any of us in our names and on our behalf all the following acts and deeds and things amongst others in respect of the SAID PREMISES that is to say :-

1. To hold defend, manage and maintain the said premises including the building as may be required from time to time and to manage control and administrate our above noted property.
2. To sign and execute and submit all papers statements, affidavits, declarations, appears, objections and/or plans, drawings, design of the building to The Kolkata Municipal Corporation or to any other relevant authority or authorities and all others act/acts as the attorney shall deem fit and proper.
3. To exercise all powers and authorities in connection with the said premises more fully described in the above and to represent us and appear on our behalf before the building department, assessment departments, collection department, revenue department, water and drainage departments of The Kolkata Municipal Corporation and all other authorities having jurisdiction over the said Premises No. 16/5, Khanpur Road, Police Station – Patuli, Ward No. 98, Borough No.X, Kolkata – 700 047 and to sign, verify, affirm, deposit, submit as the case may be any affidavit, letters, declarations, deposit of money, applications, building plans, architectural plan, structural Plan and or all plans for securing consents, certificates, clearance and sanction and or permission in respect of the said premises including sanction and or permission for sewerage, drainage and filtered water connection and all the amenities in respect of the said property.
4. To appear and represent before The Kolkata Electric Supply Corporation Limited or W. B. S. E. B. , Fire Brigade Authority, K.M.D.A. Police Authority, K.I.T. Authority, competent Authority under the Urban Land and all other concerned Authorities having jurisdiction over the said property and to verify, affirm, submit as case may be, any affidavit, declaration, letter, money application, plans as may be required from time to time for securing consents, license, permits, certificate clearance and sanction in respect of the property and building/buildings proposed to be constructed on the said premises.
5. To appear on our behalf and represent us before all the tribunals, special officers, assessors, Dy. Assessors commissioner and all other office and or



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officers of The Kolkata Municipal Corporation for mutation cases, assessment cases and all other cases under the provision of The Kolkata Municipal Corporation act, and effect mutation and or separation of the said property.

6. To develop the said property which is more fully described above and Schedule-A below by constructing building /buildings thereon.
7. For construction the said property/building on the above landed property.
8. To represent us and appear on our behalf in or before all original appellate court, civil, criminal and revenue, income tax officers, land acquisition officers, collect-orate in respect of the said property.
9. To sign on the Building Plan/Revised Building Plan in our names and on our behalf and to submit the same to The Kolkata Municipal Corporation for obtaining said sanction of the Building Plan.
10. To defend or prosecute all suits, cases or other proceedings in any place, to sign and verify complaints and written statements, returns, accounts, and petitions on our behalf and also to appoint advocate, solicitors, for them to withdraw cases, to withdrawn and deposit money in court or revenue office or income tax office relating to the said property.
11. To commence carry on or defend all action and actions and other proceedings concerning the said property or any part thereof.
12. The Attorney shall be entitled to enter into agreement for sale or registered agreement for sale in respect of the Building or Buildings, Flat or Flats, Parking Space or Parking Spaces, Shop or Shops to be constructed on the aforesaid landed Property or any part or portion thereof together with undivided proportionate share of the land and premises by receiving the booking / part payments / full payment on the ownership basis as per Registered Development Agreement dated 25th day of November, 2013.
13. To sign and execute the Agreement for sale of Developer's allocation or other documents for transfer of Contractor's / Developer's / Builder's allocation on behalf of the Vendors as per agreement.
14. To enter into Registered Agreement with intending Purchaser(s) as well as raising construction of flats thereon as described in the Schedule-A herein below.
15. To make booking/agreement with the intending purchaser (s) of flats as may required for development of the aforesaid plot as per agreement.



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16. To enter into agreement for Registered sale in respect of undivided proportionate share for the said flat or flats to be constructed thereon on our behalf as per agreement.
17. To enter into an agreement for construction of the said flat or flats or unit in favour of the intending purchasers on our behalf as per agreement.
18. To make payment of all municipal taxes and other out goings in respect of the said property or any building or buildings to be constructed thereon.
19. This power of attorney shall remain restricted only to the said property, building plan, and building.
20. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and/or consideration money and to give good valid receipts and discharges for the same and upon receipt as aforesaid in our names and as by act and deed, to sign execute and deliver any Agreement for sale, any conveyance and/or conveyances of the said property in favour of the concerned person or persons as per agreement.
21. To receive part and/or full money or monies either in advance from time to time or at all times from the intending purchaser or purchasers in respect of the said flat , shop and parking space with proportionate undivided share of land and premises except owner's allocation.
22. To execute and registered sale deed/deeds or deed of Conveyance / Conveyances in favour of such intending purchaser/purchasers for each flat/flats, shop / shops, parking space together with proportionate undivided share of aforesaid land and premises and to admit the said execution and to registered the same before the registering authority except owner's allocation, by presenting the same for registrations before the appropriate authority for registration of each deed / deeds.
23. To appoint Lawyers, architects, building contractors, surveyors and or any other persons to make all necessary plan in respect of the said premises.
24. In case there be any difficulty on the part of the constituted attorney to exercise any power and or to give effect to any of the provisions of the said agreement, We Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the joint owners of the said property undertake to give all such powers and facilities as may be necessary from time to time at the cost and expenses of the Developer/ Contractor.



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Signature.....

AND GENERALLY to do execute and perform any other acts, deeds, matters and things whatsoever which in opinion of our said Attorney ought to be done, executed and performed in relation to our said property in all respect as we ourselves could do the same if we were personally present.

And We, Smt Safali Biswas, Sri Sandipan Biswas and Smt Soma Chowdhury the joint absolute owners do hereby agree to ratify and confirm and give effect to every act deed, matters and things, power and authorities herein given which our said Attorneys or their substitute or person or persons under the power in that behalf herein contained shall lawfully do or purport to do or cause to be done by virtue of these presents and as per development agreement registered on 26/12/13 recorded in Book No. I..., Being No. 09/22..... for the year 2013 at the office of the ADSR, Alipore, 24 Parganas (South) this Development Agreement is made up.

SCHEDULE 'A' AS REFERRED TO HEREIN ABOVE

All that bastu land measuring more or less 05 Cottahs, 00 Chittas, 00 Sq. ft. along with 400 Sqft tin shed, net cement flooring standing thereon lying and situated under Mouza Raipur, Pargana Khaspur, Touzi no. 56, Re. Su. No. 39, J.L. No. 33, Dag no. 292, C.S. Khatian no. 362, within the limits of Kolkata Municipal Corporation premises no. 16/5, Khanpur Road, P.S. Jadavpur, now Patuli, Ward no. 98, Boroiugh No.-X, Assessee No.21-098-03-0423-1 District South 24 Parganas, Kolkata-700047.

The plan or map of the said land is annexed herewith and bordered with "Red Verge" and will be treated with the part of this agreement.

The land is butted and bounded in the following manner:

ON THE NORTH: KMC Children Park.

ON THE SOUTH: House of Pandit & Wide KMC Road.

ON THE EAST: Wide KMC Road

ON THE WEST: House of Pandit & KMC Children Park



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Signature.....

IN WITNESS WHEREOF, We, the executants hereto have set and subscribed our hands and seals on this the 25th day of November, 2013.

WITNESSES :-

SIGNED AND DELIVERED
at Kolkata in Presence of: -

1. Tapash Kumar Ghosh
E-14, Sammitani Park
Kolkata - 700075

1 Sabar Bishwas

2 Sandipan Bishwas.

3 Soma Choudhury.

2 Tarun Choudhury.
Sp. Late Narayan Ch
Choudhury.
22/4, Bansobroni Salt
Park Kal - 70

SIG. OF THE EXECUTANTS/EXECUTRICES

For SHELL-TECH CONSTRUCTION

Anil Choudhury

Proprietor.

SIGNATURE OF THE ATTORNEY

Drafted By: *Niranjan Kaunda*
Niranjan Kaunda (Advocate)
Alipore Police Court
Kolkata - 700027

Typed By: *Subimal Dutta*
Subimal Dutta
Alipore Police Court, Kolkata-27



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Signature.....



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SAFALI BISWAS

Signature: Sabali Biswas



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SANDIPAN BISWAS

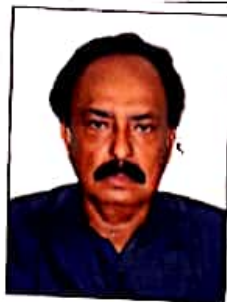
Signature: Sandipan Biswas



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : SOMA CHOWDHURY

Signature: Soma Chowdhury



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name : ANIL CHANDRA GHOSH

Signature: Anil Chandra Ghosh



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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 - 09123 of 2013
(Serial No. 11485 of 2013 and Query No. 1605L000019722 of 2013)

On 25/11/2013

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

Presented for registration at 19.30 hrs on :25/11/2013, at the Private residence by Anil Chandra Ghosh, Claimant.

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

Execution is admitted on 25/11/2013 by

1. Saffal Biswas, wife of Late Subhash Biswas , 13, Bansdrani New Govt. Colony, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu. By Profession : House wife
 2. Sandipan Biswas, son of Late Subhash Biswas , 13, Bansdrani New Govt. Colony, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : Service
 3. Soma Chowdhury, wife of Tarun Chowdhury , 22 A, Bansdrani South Park, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : House wife
 4. Anil Chandra Ghosh
Sole Proprietor, M / S - Shell - Tech Construction, P. S - Survey Park, 2081 (E - 14, Sammilani Park), Chak Garia, Kolkata, P.O. :-Santoshpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075.
By Profession : Business
- Identified By - Tarun Chowdhury, son of Late Narayan Chowdhury, 22/ A, Bansdrani South Park, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste: Hindu, By Profession: Business.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/11/2013

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 26/11/2013

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

26/11/2013 16:26:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 09123 of 2013
(Serial No. 11485 of 2013 and Query No. 1605L000019722 of 2013)

(Under Article : ,E = 7/- on 26/11/2013)

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.-56,02,900/-

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

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

26/11/2013 16:26:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 1503 to 1516
being No 09123 for the year 2013.



Basu

(Arbab Basu) 28-November-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal