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GENERAL POWER OF ATTORNEY FOR DEVELOPMENT

al District Sub-Registral Social District Superganas

0 6 MAR 2017

TO ALL TO WHOM THESE:

SMT. PURNIMA GANGULY, Wife of Late Rajat Kanti Ganguly, by Nationality-Indian, by Religion-Hindu, by Occupation- Housewife, residing at: 2no. Vivekananda Colony, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114, PAN no. ANLPG1356R, do hereby appoint, con-

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> M/s. RELIABLE CONSTRUCTION Partner

stitute and nominate "M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 having PAN: AALFR2292N hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,
- (2) **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,
- (3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- (4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, as my true and lawful attorney.

SEND GREETINGS:-

WHEREAS the predecessor-in-title i.e. the beloved father-in-law of the present Owner/executant hereof namely Sri Lakshman Chandra Ganguli @ Sunil Kumar Ganguli (Son of Late Janardan Ganguli), who was the absolute and lawful owner of a piece and parcel of land admeasuring an area about 4 Cottahs 3 Chittacks 22.5 Sq.ft., lying and situated at Mouza-Panihati, J.L.No. 10, E.P. No. 13, S.P. No. 52, comprised in C.S. & R.S. Dag No. 1344(P), P.S. Khardah, the then S.R.O.

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Advocate

M/s. RELIABLE CONSTRUCTION
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Barrackpore, within the local limits of Panihati Municipality by virtue of a free hold Deed of Gift Being No. 332, dt. 17.04.1990 from R.R. and R. Dept. Govt of West Bengal and the said Deed was copied in Book No. I. Vol No. 5, noted within the pages from 125 to 128, being no. 332, for the year 1990.

AND WHEREAS the said Sri Lakshman Chandra Ganguli @ Sunil Kumar Ganguli while had been enjoying the actual physical possession on the said landed property he got his name mutated with the assessment register of Panihati Municipality and enjoying the same by paying relevant taxes to the authority concerned regularly.

Kumar Ganguli while has been enjoying the actual physical possession on the said plot of land and building he died intestate on 28.02.2007 leaving behind him his wife namely SMT. ANUPAMA GANGULY and one son namely SRI TARUN KANTI GANGULY, one daughter namely MISS SWAPNA GANGULY, daughter-in-law namely Smt. Purnima Ganguly, Grandson namely Aniruddha Ganguly, Grand Daughter namely Smt. Swachchatoya Mukherjee as his surviving legal heirs and successors.

Be it mention here that the elder son of Laxman Chandra Ganguli @ Sunil Kumar Ganguli as well as the Husband of Purnima Ganguly and the father of Aniruddha Ganguly and Swachchatoya Mukherjee namely Rajat Kanti Ganguly was predeceased of his father and he died intestate on 15.04.1991.

Subsequently the unmarried daughter of Late Laxman Chandra Ganguli @ Sunil Kumar Ganguli namely Kumari Swapna Ganguly died on 14.12.2007.

And thereafter subsequently the wife of Late Laxman Chandra Ganguli @ Sunil Kumar Ganguli namely Anupama Ganguly died on 30.10.2008.

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M/s. RELIABLE CONSTRUCTION
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AND WHEREAS thus the said Sri Tarun Kanti Ganguly, Smt. Purnima Ganguly, Sri Aniruddha Ganguly and Smt. Swachchatoya Mukherjee inherited the said 4 Cottahs 3 Chittaks 22.5 sq.ft of land and residential building standing thereon as Class-I legal heirs, as per the Law of Hindu Succession Act. 1956 in respect of the aforesaid landed property.

AND WHEREAS the said SRI TARUN KANTI GANGULY, SRI ANIRUDDHA GANGULY & SMT. SWACHCHATOYA MUKHERJEE, while has been enjoying the actual physical possession of the said landed property they jointly make a Gift in respect of their 5/6th share of the land & building i.e. 3 Cottahs 8 Chittacks 11.25 Sq.ft. togetherwith undivided 5/6th share of one storied residential building i.e. 500 sq. ft. out of the total land and building measuring an area 4 Cottahs 3 Chittacks 22.5 Sq.ft. of land togetherwith a one storeyed pucca building having constructed covered area of 600 Sq.ft. standing thereon in favour of the present owner hereof namely Smt. Purnima Ganguly by executing a Deed of Gift, being no.

on 06.03.2017. at the office of A.D.S.R.O. Sodepur, North 24 Parganas for the year 2017 and thereafter the present Owner hereof by virtue of the said Deed of Gift and by virtue of inheritance has became the absolute and sole owner of the said 4 Cottahs 3 Chittacks 22.5 Sq.ft. of land togetherwith a one storeyed pucca building having constructed covered area of 600 Sq.ft. standing thereon be the same little more or less as sixteen annas owner and has been possessing the same peacefully, quietly and without any interruption of others and

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mutated her name before the local Panihati Municipality in respect of her Plot of land bearing Holding No. 63, Vivekananda Colony, under Ward No. 4 and paying the relevant rent & taxes regularly to the authority concern and enjoying as well as possessing the said landed property by exercising all the rights, authorities and powers and also possessing a good and marketable title over the aforesaid landed property free from all sorts of encumbrances and charges.

AND WHEREAS the Executant is now desirous of developing the said land by constructed Multi Storeyed building (G+4) in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer who will be able to develop the properties in conjunction with the Executant.

AND WHEREAS I, the executant hereof have entered into a Registered Development Agreement, being no. 1524 00998 in Book No. I, which was executed by me on ... day of March, 2017 at the office of A.D.S.R.O. Sodepur, Dist. North 24 Parganas with the developer "M/S. RELIABLE CON-STRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.-L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,
- (2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

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M/s. RELIABLE CONSTRUCTION

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(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

(4) **SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for construction of a Multistoried Building/Complex (G+4), upon the said property consisting of several Numbers of Self Contained and independent Flats, Shop rooms, Godowns, Car Parking Space etc. on the terms, conditions and considerations mentioned in the said Agreement.

and whereas at the treaty of the said Agreement I have agreed to give a Power of Attorney in favour of the said Developer to enable them to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developer have requested me to grant the said power of Attorney in favour of them viz; "M/S. RELI-ABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,

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- (2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,
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- (4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, which I hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that I, SMT. PURNIMA GANGULY, Wife of Late Rajat Kanti Ganguly, by Nationality-Indian, by Religion-Hindu, by Occupation- Housewife, residing at: 2no. Vivekananda Colony, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, do hereby nominate, constitute and appoint the within named Developer to be my true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent me before the Panihati Municipality to prepare plan on my behalf for development of the said property described in the Schedule hereunder and to submit the same to the Panihati Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.

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- To approach on my behalf to all the concerned authori-2. ties under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications, papers, writings, undertakings etc. as may be required and to carry on correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the said property.
- To sign and submit all papers, applications and documents for having the separation, amalgamation of the Said Land along with other lands and mutation, conversion if necessary, and record the same in all public records and with all authorities B.L & L.R.O, including the Municipality, in respect of the Said Land and to deal with such authority and authorities in any manner to have such separation, amalgamation, mutation and conversion and to enter upon the said property either alone or alongwith others for the purpose of commencing construction work on the said property.
- To supervise the development work in respect of Building/s on the said property and to carry out and/or to get carried out through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney for construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Panihati Municipality and other concerned authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Panihati Municipality, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and/or other concerned authorities in that behalf for the time being.
- To carry on correspondence with all concerned authorities and bodies including the Government of West Ben-

Alokendu Bandyopadhyay

gal in all Departments Municipality and/or Town Planning Department and other concerned authorities (in connection with the development of the said property).

- To appear and represent me before and all concerned 6. authorities and parties as may be necessary in connection with the development of the said property as aforesaid.
- To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration monies salaries and/or wages.
- To pay and tender various deposits to the Panihati Municipality and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by my said Attorney and to give and effectual receipts in my name and on my behalf in connection with the refund of such deposits.
- To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Panihati Municipality and all other authority or authorities including Government authority or authorities for the purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.
- 10. To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Panihati Municipality a lease agreement in respect of any portion of the said property, if required, for the purpose of enabling the Panihati Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./C.E.S.C. to install and erect an electric Sub-Station for the supply of electricity to the said Buildings.

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- 11. To make necessary applications to the W.B.S.E.D.C.L./ C.E.S.C. and other concerned authorities for obtaining electric meter/power for the said property and the buildings constructed thereon.
- 12. To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Panihati Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Panihati Municipality.
- **13.** To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.
- 14. To apply for and obtaining water connection for the Buildings to be constructed on the said property and/ or occupation and Completion Certificate in respect of the said building or any part or parts thereof from Panihati Municipality and other concerned authorities.
- as may be required from time to time by the Panihati Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/or completion Certificate in respect of the said building/s or any part or parts thereof.
- 16. To give necessary letters, writings and undertakings to the Panihati Municipality (Fire Brigade Department for occupying the said building and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said building.
- 17. To approach the Panihati Municipality and all other concerned authorities for the purpose of obtaining release

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of any portions of the said property and/or structures thereon from reservation (if any).

- 18. To approach the Government of West Bengal in all its Departments as also the Panihati Municipality and in all other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing Units thereon.
- 19. To do all other acts, deeds, matters and things in respect of the said property described in the Schedule hereunder written including to represent before and correspond with the Panihati Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and many other matters pertaining to the said property.
- **20.** (i) To make necessary applications under the Land Acquisition Act for the purpose of getting the property released from acquisition or any reservation and also for the purpose of such applications sign or execute such writings and undertaking as may be required and to prefer an appeal from the Order of the Competent Authority.
- (ii) To make applications and submit the amended or new Building Plans to the Panihati Municipality including all its Departments or any other Authorities for the purpose of getting the Building Plans, I.O.D. and Commencement Certificate sanctioned and/or revalidated and to give such other applications writings undertaking as may be required for the purpose of the Development of the said property.
- (iii) To make applications for water connection, electric supply and other incidental requirements which may be required for the development of the said property.

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- other authorities for the purpose of making applications for Cement and Steel and other materials and procure the same and for that purpose to give such undertaking or execute such documents and applications as also to correspond with and do such other acts, matters and things as the Attorney may think fit and proper for the purpose of developing the said property.

 21. (i) To enter into Agreement for sale of flats/space etc (except Owner's allocation) as per Agreement that will be constructed on the said property in the name of Attorney or the name of the Developer or the name of Private Limited Company and to realize and appropriate the sale proceeds.
- (ii) The Land owner shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 days after execution of the Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.
- (iii) The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners at free of cost.
- (iv) The Owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the Owner's allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective flats from the Developer. It is agreed that on and from the date of handing over possession of the said land for construction of building the entire amount of taxes or charges, if any, in respect of the said land will be borne by the Developer for sale of such flats, shops or Garages (except Owner's allocation) in respect of

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