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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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25/6/19
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DEVELOPMENT POWER OF ATTORNEY

2-1/1299/19/19

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

Additional Dist/ Sub Registrar
Saidan

7 JUN 2019

SUBHAS CH. SARKAR
 Advocate
 Sealokan Court
 - 4 APR 2018
 S. CHATTERJEE
 Lic. ...
 2 & 3, K. ... Road, Kol-1

2576

01 APR 2018

[Handwritten signature]



Identified by me
 Kuntal Chatterjee
 s/o Joy K. Mukherjee
 8, Rajmover Chatterjee Road
 P.S. Tale, P.O. Belgachia
 KOLKATA - 700037

A.D.S.R., SEALOAH
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KNOW ALL MEN BY THESE PRESENTS We,

1. SRI BIKASH CHANDRA BHOWMICK, (holding PAN : **AEEP87522G**), son of Late Phani Bhushan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037
2. SMT. SUJATA BHOWMICK, (holding PAN : **AEIPB9636F**), wife of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Housewife, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037
3. SMT. ROSHMI KUNDU, (holding PAN : **AOXPB9436J**), wife of Sri Krishnendu Kundu and daughter of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Housewife, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037
4. SMT. SHREYA BHOWMICK, (holding PAN : **BBQPB5068M**), daughter of Late Kajal Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Student, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037
5. SRI CHANDAN KUMAR BHOWMICK, (holding PAN : **AEKPB3244B**), son of Late Phani Bhushan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037
6. SRI PRADIP KUMAR BHOWMICK, (holding PAN : **ADAPB8212C**), son of Late Phani Bhushan Bhowmick, by faith Hindu and Nationality – Indian, by occupation – Business, residing at 60, Paikpara Row, P.O. Belgachia, and P.S. – Chitpur, Kolkata – 700037

SEND GREETINGS

WHEREAS we the Principal herein, are the absolute joint owners and seized and possessed of and/or sufficiently entitled to ALL THAT piece or parcel of revenue free land containing by estimation an area of 6 Cottah 14 Chittacks 20 Square Feet be the same a little more or less lying situate at and being Premises No. 61, Paikpara Row, Kolkata – 700037 in Ward No. 4 of Kolkata Municipal Corporation, Assessee No. 110041001264 in the District of South 24-Parganas, Police Station – Chitpur and Registration Office – A.D.S.R., Sealdah particularly mentioned and described in the **First Schedule** hereunder written for the time being hereinafter for the sake of brevity called and referred to as the '**said Property**'.

AND WHEREAS by virtue of a Development Agreement dated 07.06.2019 duly registered in the office of the Additional District Sub-Registrar at Sealdah Being Deed No. 2150 for the year 2019 executed by us as the Owners of the One Part and DEBANGAN ESTATE PRIVATE LIMITED (holding PAN :

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AAGCD3122P), a private limited company incorporated under The Companies Act, 1956 having its registered office at 11E, Northern Avenue, Post Office – Belgachia, Police Station – Chitpur, Kolkata – 700037 being represented by one of its Director namely MR. DEBABRATA CHAKRABORTY (holding PAN : ACIPC5882E), son of Late Amal Bikash Chakraborty, by occupation – Business, by nationality – Indian, by faith – Hindu, residing at 56/1C, Anath Nath Deb Lane, P.S. Tala, P.O. Belgachia, Kolkata - 700037 as the Developer of the Other Part, we have agreed to develop the said Property more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained in the said Developer's Agreement.

AND WHEREAS at the treaty of the said agreement we have agreed to execute Development Power of Attorney in favour of the said Developer as it may direct in order to enable the said Developer to get the Plan sanctioned by the Kolkata Municipal Corporation and other appropriate authority and to do all other acts, deeds and things in relation to the development of the said Property

AND WHEREAS the Developer has requested us to grant the said Development Power of Attorney in favour of the said Developer which we hereby done and executed by this presents.

KNOW NOW YOU THESE PRESENTS WITNESSETH that we SRI BIKASH CHANDR. BHOWMICK, SMT. SUJATA BHOWMICK, SMT. ROSHMI KUNDU, SMT. SHREY BHOWMICK, SRI CHANDAN KUMAR BHOWMICK and SRI PRADIP KUMAR BHOWMICK do hereby nominate, constitute and appoint DEBANGAN ESTATE PRIVATE LIMITED (holding PAN : AAGCD3122P), a private limited company incorporated under The Companies Act, 1956 having its registered office at 11E Northern Avenue, Post Office – Belgachia, Police Station – Chitpur, Kolkata – 700037 being represented by one of its Director namely MR. DEBABRATA CHAKRABORTY (holding PAN : ACIPC5882E), son of Late Amal Bikash Chakraborty, by occupation Business, by nationality – Indian, by faith – Hindu, residing at 56/1C, Anath Nath Deb Lane, P.S. Tala, P.O. Belgachia, Kolkata - 700037 to be our true and lawful constitute Attorney to do and execute and perform all or any of the following acts, deeds, matters and things for us and on our behalf and in our name viz.

1. To hold, occupy, defend possession of the said Property or any part or parts thereof on behalf of us as our said Attorney may deem fit and proper
2. To prepare building plan for development of the said Property described in the First Schedule hereunder written and to submit the same before the Kolkata Municipal Corporation



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Corporation for obtaining approval to the same, to submit proposals from time to time for the amendments of such Building Plan to the said Municipal Authority for the purpose of obtaining approval to such amendments.

3. To enter upon the said Property or any part or parts thereof either alone or along with others for the purpose of commencing construction work on the said Property and erecting another floor of the building thereon.
4. To supervise the development work in respect of the building on the said property and to carry out and/or to get carried out through Contractor/s or Sub-Contractor/s and/or in such manner as may be determined by the said Attorney, to erect the construction of the multistoried building on the said building on the said property in accordance with the plans and specifications to be sanctioned by the Kolkata Municipal Corporation and other concerned authorities in accordance with all the applicable rules and regulations made by the Government of West Bengal, Kolkata Municipal Corporation, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and/or other concerned authorities in that behalf for the time being.
5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and in all its Departments, Kolkata Municipal Corporation, Town Planning Authorities, Police Authorities, Fire Fighting Authorities and/or other concerned authorities in connection with the development of the said Property.
6. To appear and represent us before all concerned authorities and parties as may be necessary in connection with the development of the said property as aforesaid.
7. To appoint from time to time Architect/s, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Property as also construction of the building thereon and to pay their fees, consideration moneys, salaries and/or wages.
8. To pay various deposits to the Kolkata Municipal Corporation as may be necessary for the purpose of carrying out the development work on the said Property and construction of the building thereon and to claim refund of such deposits so paid by the Attorney and to give valid and effectual receipts in our names and on our behalf in connection with the refund of such deposits.
9. To approach the officers of the Kolkata Municipal Corporation for the purpose of obtaining various permissions and other service connections including water connections for carrying out and completing the development of the said Property and construction of

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building thereon and also to obtain water connection and service connection to the new building thereon to be constructed.

10. To make necessary applications to the Calcutta Electric Supply Corporation Limited or obtaining electric power for the said Property and the new building thereon to be constructed.
11. To make necessary representations including filing of complaints and appeals before the Kolkata Municipal Corporation and other concerned authorities in regard to the fixation of rateable value in respect of the building on the said Property and/or any portion thereof by the Kolkata Municipal Corporation.
12. To apply from time to time for modifications of the Building Plan/s before the Kolkata Municipal Corporation in respect of the said premises whereon the ownership building to be constructed.
13. To apply for and obtaining water connection for the building 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 the Kolkata Municipal Corporation and other concerned authorities.
14. To give such letters, affidavits, writings and/or registered declarations and undertakings as may be required from time to time by the Kolkata Municipal Corporation and/or other concerned authorities for the purpose of carrying out the development in respect of the said Property as also for obtaining Occupation and Completion Certificate in respect of the said building or any part or parts thereof.
15. To give necessary letters, declarations, affidavits, writings and/or undertakings to the Kolkata Municipal Corporation and 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/said property.
16. To do all other acts, deeds, matters and things in respect of the said Property described in the First Schedule hereunder written including to represent before and correspond with the Kolkata Municipal Corporation and other concerned authorities for any of the matters relating to the sanctioning of the building plan for the construction of the proposed building to be carried out on the said Property and any other matters pertaining to the said Property.
17. To hold and defend possession, manage and maintain the said property and the said proposed new floor or any part or parts thereof from time to time and conduct all



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correspondence relating to the said Property with any person or persons and authority or authorities.

18. To enter into Agreement or Agreements for Sale of the flats/units/spaces and other areas together with undivided impartible proportionate share or interest in land underneath the entire said building to be constructed at the said property mentioned in the First Schedule hereunder written including undivided impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation particularly set out in the Third Schedule respectively hereunder written to any intending Purchaser/s at such price which the said Attorney in his absolute discretion think fit and proper and/or to cancel or repudiate the same
19. To receive from the intending Purchaser or Purchasers full consideration money and/or any earnest money and/or advance or advances and also the balance of the consideration money at or before the completion of such sale of flat/unit/spaces and other areas together with undivided impartible proportionate share or interest in land underneath the said new building to be constructed including undivided impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation particularly set out in the Third Schedule respectively hereunder written and also mentioned and described in the Development Agreement dated 07.06.2019 being Deed No 2150 for the year 2019 and to give good, valid receipt and discharge for the same which will protect the Purchaser or Purchasers without seeing the application of the money
20. Upon such receipt as aforesaid in our names and as our acts and deeds to sign, execute and deliver any Conveyance or Conveyances in relation to the said Developer's Allocation in favour of the said Purchaser or Purchasers or his/her/their nominees or assignees.
21. To sign and execute all other deeds, instruments and assurances which the said Attorney will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said Developer's Allocation or any part or parts thereof as we could do ourselves
22. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Additional Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which the said Attorney shall consider necessary for conveying the said Developer's Allocation at the said Property or any part or parts thereof to the said Purchaser or Purchasers as fully and effectually in all respect as we could do the same ourselves

Shankar Chandra



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23. To insure the said property and premises against all risks such as fire, tempest, riot, civil commotion, malicious acts, explosions, bombs, short circuits, bursting of gas cylinders, floods, earthquakes or otherwise causing any damage the building or any portion thereof for the full value of the said building and other assets and lives therein as the said Attorney may think fit and proper.
24. To ask, receive and realize from all Occupiers or Purchasers of flats, units, shops, car parking spaces and other areas, charges, expenses, rates, cesses and other sums due or that might become due and payable by him/her/them and on non-payment to take appropriate steps for realization thereof.
25. 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 and in connection therewith file appeals or revision or representation and appoint Advocates and Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flat/units/spaces and other areas pertaining to the Developer's Allocation particularly mentioned and described in the Third Schedule respectively written hereunder.
26. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision and review petitions in connection with any suit, proceeding, appeal, revision and review before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer or any other person for and on behalf of us.
27. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefor and to amalgamate the said property to any other adjacent plot or plots of land, if necessary.
28. Generally to do and perform all acts, deeds, matters and things necessary for all or any of the aforesaid purposes and to give full effect thereto.
29. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.

We hereby agree to ratify and confirm whatsoever the said Attorney shall lawfully do in relation to the property by virtue of these presents and we hereby declare that we shall not do anything inconsistent with the Power of Attorney.



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We hereby further declare that the powers and authorities hereby granted till the said Property is fully and properly developed as per Development Agreement and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the flats, units and other areas or spaces pertaining to the said Developer's Allocation particularly mentioned and described in the Third Schedule hereunder written is/are conveyed to the Purchaser/s.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of revenue free land containing by estimation an area of 5 Cottah 14 Chittacks 20 Square Feet be the same a little more or less together with a one storied Tiles shed structure standing thereon having 400 Sq.ft. more or less lying situated at and being Premises No. 61, Paikpara Row, Kolkata - 700037 in Ward No. 4 of Kolkata Municipal Corporation, Assessee No. 110041001264 in the District of South 24 Parganas, Police Station - Chitpur and Registration Office - A.D.S.R., Sealdah and the said premises is buttled and bounded as follows :-

ON THE NORTH	By Premises Nos. 43 and 42, Paikpara Row
ON THE EAST	By Premises No. 62, Paikpara Row
ON THE SOUTH	By 40' ft. Wide Paikpara Row
ON THE WEST	By Premises No. 60, Paikpara Row

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or will be situated buttled bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION : Shall mean 55% share/space in the new building allocated to the owners in a good finished and habitable condition and constructed as per specification mentioned in the Third Schedule hereunder as follows :-

- | | |
|--|---|
| a) Bikash Chandra Bhowmick | Two flats on third floor back portion of the building |
| b) Sujata Bhowmick, Roshmi Kundu and Shreya Bhowmick | Two flats on fourth floor back portion of the building |
| c) Chandan Kumar Bhowmick | Two flats on fourth floor front portion of the building |
| d) Pradip Kumar Bhowmick | Two flats on third floor front portion of the building |

THE THIRD SCHEDULE ABOVE REFERRED TO



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DEVELOPER'S ALLOCATION : Shall mean and include rest of the constructed area of the building such as 45% share/space in the ground/parking floor and 45% share/space in the rest of the floors along with undivided and proportionate shares of the land common use of ultimate roof and common facilities which shall absolutely belong to the Developer and / or their nominee/s or assignees and / or transferee/s

IN WITNESS WHEREOF we SRI BIKASH CHANDRA BHOWMICK, SMT. SUJATA BHOWMICK, SMT. ROSHMI KUNDU, SMT SHREYA BHOWMICK, SRI CHANDAN KUMAR BHOWMICK and SRI PRADIP KUMAR BHOWMICK have executed this Power of Attorney on this the 7th day of June Two Thousand Nineteen (2019).

SIGNED, SEALED AND DELIVERED
by the abovenamed EXECUTANTS
at Kolkata in the presence of :-

1. Sudip Ranjan Saha
18A Tara Sankar Samui
Kol - 37

2. Uttam Shaw
48 Telapark Avenue
Kolkata, 37.

Bikash Ch. Bhowmick

Sujata Bhowmick
Roshmi Kundu
Shreya Bhowmick
Chandan Kumar Bhowmick
Pradip Kumar Bhowmick

EXECUTANTS

ACCEPTED THE POWER BY THE ATTORNEY
AS PER THE POWERS AND AUTHORITIES
CONFERRED HEREIN

DEBANGAN ESTATE PVT LTD.

Director

ATTORNEY

Drafted by :-












Kuntal Mukherjee

KUNTAL MUKHERJEE
Advocate
High Court at Calcutta
Bar Ass. Room No. 6
Enl. No. - WB/799/2011














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	left hand					
	right hand					

Name BIKASH CHANDRA BHOWMICK

Signature Bikash ch Bhowmick

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SUJATA BHOWMICK

Signature Sujata Bhowmick

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	left hand					
	right hand					

Name ROSHMI KUNDU

Signature Roshmi Kundu













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left hand					
right hand					











Name SHREYA BHOSMICK

Signature Shreya Bhosmick

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name CHANDAN KUMAR BHOSMICK

Signature Chandan Kumar Bhosmick

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left hand					
right hand					












Name PRADIP KUMAR BHOSMICK

Signature Pradip Kumar Bhosmick



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	left hand					
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Name DEBARAJA CHAKRABORTY
 Signature [Signature]

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PHOTO	left hand					
	right hand					

Name _____
 Signature _____

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PHOTO	left hand					
	right hand					

Name _____
 Signature _____



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स्थायी खाता संख्या /PERMANENT ACCOUNT NUMBER

AEEP87522G



नाम NAME

BIKASH CHANDRA BHOWMICK

पिता के नाम /FATHER'S NAME

PHANI BHUSAN BHOWMICK

जन्म तिथि /DATE OF BIRTH

19-03-1955

हस्ताक्षर /SIGNATURE

Bikash ch Bhowmick



आयकर अधिकारी, प.स. - 32

COMMISSIONER OF INCOME-TAX, W.B. - 32

Bikash ch Bhowmick