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

24 APR 2019

[Signature]
 Registrar D/S T(2)
 District Sub Registrar II
 24 Pgs (N) Barisal

DEVELOPMENT POWER OF ATTORNEY IN PURSUANT TO REGISTERED DEVELOPMENT AGREEMENT

KNOW IT TO ALL MEN BY THESE PRESENTS, WE(1) SMT. DIPA GHOSH, Wife of Late Manik Ghosh, having PAN No. AVYPG5710A, by Occupation: Homemaker, (2) SRI SANDIP GHOSH, S/o Late Manik Ghosh, having PAN No. ANZPG6902D, by Occupation: Business, (3) SUSMITA GHOSH, D/o Late Manik Ghosh, having PAN No. BHNPG0733N, by Occupation: Self-employed, (4) SMT. MAYA GHOSH, W/o Late Pradip Ghosh, having PAN No. BKFPG7614C, by Occupation: Homemaker, (5) SRI PRANAB GHOSH, S/o Late Pradip Ghosh, having PAN No. AHOPG3096P, by

Sandip Ghosh
 Advocate

Occupation: Business, (6) **SRI PRATAP KUMAR GHOSH**, S/o Late Ashutosh Ghosh, having PAN No. **AVTPG0645F**, by Occupation: Business, (7) **SRI JOYDEB GHOSH**, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. **BPWPG5054A**, by Occupation: Business, (8) **SRI BASUDEB GHOSH**, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. **AZEPG9268K**, by Occupation: Business, (9) **SRI SWAPAN GHOSH**, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. **BPWPG5055B**, by Occupation: Business, (10) **SRI TAPAN KUMAR GHOSH**, S/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. **AGLPG8617N**, by Occupation: Business, Sl. No. 1 to 10 are residing at 514, Krishnapur Co-operative Colony, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District - North 24 Parganas (11) **SMT. MALATI GHOSH**, Wife of Sri Panchanan Ghosh, D/o Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh, having PAN No. **ANKPG1427G**, by Occupation: Homemaker, residing at 153, B.T. Road, Mallick Colony, P.O. and P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, (12) **SMT. MINATI GHOSH**, Wife of Sri Ajit Kumar Ghosh, D/o Late Ashutosh Ghosh, having PAN No. **AZOPG3720E**, by Occupation: Homemaker, residing at Uttar Dum Dum, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, & (13) **M/S CHIRANJEEVI HOMES PRIVATE LTD.**, a Private Ltd. Company, incorporated under the Indian Companies Act, having PAN No.: **AAGCC9399D**, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, Lake Town, Kolkata - 700055, Police Station Lake Town, represented by its Director **SRI JAYDEEP CHATTERJEE**, S/o Sri Samir Kumar Chatterjee, having

Sudhakar Bose
Akhrot

PAN No: AEUPC9430L, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum Dum Park, Kolkata – 700055, Police Station – Lake Town, District – North 24 Parganas all the Landowners are by Faith: Hindu, by Nationality: Indian **SEND THE GREETINGS.**

WHEREAS the Krishnapur Refugee Co-Operative Colony Ltd. a registered Co-Operative Society having registration number 69/24 for the year 1949 having its registered Office at Dum Dum Park, Kolkata – 700055, P.S. Dum Dum at present Lake Town, District – 24 Parganas at present North 24 Parganas was the owner of the lands measuring 85.33 acres be the same a little more or less, i.e. 85.33 acres be the same a little more or less i.e. 85 acres and 33 decimals of lands lying and situated under Mouza: Krishnapur at present Shyamnagar, J.L. No.17, comprised under C.S. and R.S. Dag Numbers 2323, 2324, 2326, 2327, 2330 to 2333, 2343 to 2373, 2376 to 2393, 2395 to 2404, 2413 to 2417, 2425 to 2432, 2440, 2442 to 2491 and 2555 to 2558, A.D.S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar (Salt Lake City), within P.S. Dum Dum at present Lake Town by virtue of a Registered Deed of Conveyance dated 27.11.1975 as executed and Registered by the Government of the State of West Bengal, registered on 28.11.1975 before S.R.O. Cossipore Dum Dum, registered in Book No. I, Volume No. 175, Pages from 193 to 200, being Deed No. 9811 for the year 1975 in pursuant to an Agreement for Sale dated 21.12.1951 for the purpose of allotting the same by dividing the same into various small plots to be distributed to its members being the displaced landless refugees coming from erstwhile East Pakistan now Bangladesh.

Saukhajit Bose
Advocate

AND WHEREAS the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh being the two full blooded brothers being the landless refugees applied for a Plot of land and on such application, the said Krishnapur Refugee Co-Operative Colony Ltd. allotted a plot of land being Plot No. 514, Dum Dum Park, measuring an area of 7 Cottahs and 4 Chittaks more or less under Mouza: Krishnapur at present Shyam Nagar, J.L. No. 17, under part of C.S. and R.S. Dag No. 2368 and delivered possession to the said deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh. But prior to execution and Registration of the proper Deed of Conveyance, the said Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh both died leaving behind their respective legal heirs and successors.

AND WHEREAS Ashutosh Ghosh died intestate leaving behind widow Subashini Ghosh and four sons Ranjit Kumar Ghosh, ManikLal Ghosh, Pradip Kumar Ghosh and Pratap Kumar Ghosh and one married daughter Smt. Minati Ghosh, W/o Ajit Kumar Ghosh as his only legal heirs and successors.

AND WHEREAS Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh died intestate leaving behind widow Latika Rani Ghosh and four sons Joydeb Ghosh, Basudeb Ghosh, Swapan Kumar Ghosh and Tapan Kumar Ghosh and one married daughter Malati Ghosh, W/o Panchanan Ghosh as his only legal heirs.

Sudhrajit Bose
Advocate

AND WHEREAS thus from the said two wings i.e. the legal heirs and successors of Late Ashutosh Ghosh and Late Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh jointly got such allotment of the said 7 Cottahs 4 Chittaks of lands being numbered as Plot No. 514, Dum Dum Park, Kolkata - 700055 and subsequently the said Krishnapur Refugee Co-operative Colony Ltd. executed and Registered a Deed of Bengali Kobala in favour of the aforesaid legal heirs and successors of the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh on 06.05.1989 which was registered before the A.D.S.R.O. Bidhan Nagar (Salt Lake City) registered in Book No. I, Volume No. 78, Pages from 113 to 122 being No. 3668 for the year 1989 and such persons obtained possession thereof, pursuant to the possession of their respective predecessor-in-interest and are residing therein on raising construction of two separate residential units i.e. one by the legal heirs of Ashutosh Ghosh and another by the legal heirs of Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh having mutated their names in the official records of the South Dum Dum Municipality in respect of Municipal Holding no. 809, Dum Dum Park, under Ward No. 28.

AND WHEREAS subsequent thereto the widows of both Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh died subsequently and as such their respective 1/12th Share devolved upon their surviving sons and daughters by virtue of which each of the sons and daughters of the deceased Ashutosh Ghosh and Khitish Ranjan Ghosh @ Khitish Chandra Ghosh @ Khitish Ghosh are having undivided 1/10th Share over the lands

Sudhrajit Bose
Advocate

measuring 7 Cottahs 4 Chittaks more or less along with undivided share of 320 Sq.ft. in the old building standing thereupon.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Ranjit Kumar Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 13.11.2004 leaving behind widow Anjana Ghosh, two sons Surajit Ghosh and Avijit Ghosh and one married daughter Tapati Banik, W/o Sri Ajoy Banik respectively as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Ranjit Kumar Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Manik Lal Ghosh @ Manik Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 04.09.2017 leaving behind widow, one son and one daughter respectively (being the Landowners 1 to 3) as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Manik Lal Ghosh @ Manik Ghosh in respect of the lands measuring 7

Sankarajit Bose
Advocate

Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently one of the son of Ashutosh Ghosh (since deceased) namely Pradip Ghosh while was in possession of his undivided 1/10th Share over the lands measuring 7 Cottahs 4 Chittaks more or less, together with the undivided 1/10th Share over the building measuring 320 Sq.ft. more or less, he died intestate on 07.01.2019 leaving behind widow and only son respectively (being the Landowners 4 & 5) as his only legal heirs and successors who inherited jointly the undivided 1/10th Share of the said deceased Pradip Ghosh in respect of the lands measuring 7 Cottahs and 4 Chittaks more or less, together with structure measuring 320 Sq.ft. more or less i.e. in total 522 Sq.ft. more or less of lands or equivalent to 11 Chittaks 27 Sq.ft. more or less with building measuring 320 Sq.ft. more or less to which they have got every right to cause transfer by way of sale, gift, lease, exchange, mortgage etc.

AND WHEREAS subsequently the legal heirs and successors of the deceased Ranjit Kumar Ghosh proposed to transfer their undivided 1/10th Share over the lands and building as referred to above i.e. measuring 11 Chittaks 27 Sq.ft. more or less or equivalent to 522 Sq.ft. more or less with building measuring 320 Sq.ft. more or less, and the present Landowner No.13 namely "M/S Chiranjeevi Homes Pvt. Ltd." having agreed to purchase the said undivided 1/10th Share of the

Sankhjit Bose
Advocate

deceased Ranjit Kumar Ghosh from his aforesaid legal heirs and successors, the said Anjana Ghosh, Surajit Ghosh, Avijit Ghosh and Tapati Banik, being the legal heirs and successors of the deceased Ranjit Kumar Ghosh transferred their joint undivided 1/10th Share over the land and building as referred to above in favour of the present Landowner No.13 by executing and registering a Deed of Conveyance on 17.04.2019, registered before the Office of the D.S.R.-II, North 24 Parganas at Barasat, being Deed No. **150201178** for the year 2019, and delivered peaceful and vacant possession unto and in favour of the present Landowner No.13.

Randrup Karmakar

AND WHEREAS by virtue of such aforesaid inheritance and transfer, the present Landowners No.1 to 13 became the joint owners of the entire Land measuring an area of 7 Cottahs 4 Chittaks be the same a little more or less, together with standing two storied building thereupon each floor of which is measuring more or less 1600 Sq.ft. i.e. in total 3200 Sq.ft. of standing structure thereupon being numbered as Plot No.514, Dum Dum Park, Kolkata - 700055 and being in such joint possession, the present Landowners having duly applied to get their names mutated before the office of the South Dum Dum Municipality in respect of present Municipal Holding No. 809, Dum Dum Park and they are regularly paying the Taxes before the South Dum Dum Municipality.

AND WHEREAS the present Land Owners, being desirous of developing his land because of the building in which the present Owners are residing is very old and dilapidated, requiring thorough repair and maintenance involving heavy financial load for which the present Land Owners after giving a thought, have

come to a conclusion to give such lands and buildings belonging to him, to one reputed Developer who would construct a multistoried building over the same and in course of search, the Land Owners was contacted by the present Developer, who proposed to undergo the construction of the multistoried building over the lands and building of the Land Owners, after demolishing the existing building, which are more fully described in the Schedule below and after holding of mutual amicable talks of negotiations, the Land Owners accepted the proposal of the Developer herein and have agreed to appoint the Developer herein to develop the Schedule below lands upon demolishing the existing old building and the Developer **M/S CHIRANJEEVI HOMES PRIVATE LTD.,** a Private Ltd. Company, incorporated under the Indian Companies Act, having PAN No.: **AAGCC9399D**, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, Lake Town, Kolkata – 700055, Police Station Lake Town, P.O. Bangur Avenue, represented by its Director **SRI JAYDEEP CHATTERJEE**, S/o Sri Samir Kumar Chatterjee, having PAN No: **AEUPC9430L**, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum Dum Park, Kolkata – 700055, P.O. Bangur Avenue Police Station – Lake Town, District – North 24 Parganas, came forward and upon holding of oral talks of negotiations, agreed to act as the Developer in order to raise construction of multistoried building over the lands of the Landowners as described in the Schedule below upon certain agreed terms and conditions and such oral talks of negotiations were derived into writing wherein the Landowner, i.e. the present Principal and the Developer, i.e. **M/SCHIRANJEEVI HOMES PRIVATE LTD.** entered into one Development Agreement on 24.04.2019, which was registered before the Office of the D.S.R. – II North 24

Parganas at Barasat, registered in Book No.1, being Deed No. 150201234 for the year 2019 and in pursuance to such Registered Development Agreement, for the smooth functioning of the work of the proposed construction over the Schedule below lands of the Landowners, i.e. the present Principals and in order to perform the other respective responsibilities and liabilities regarding the fulfillment of the terms and conditions of the Development Agreement, the Principals herein are appointing **M/S CHIRANJEEVI HOMES PRIVATE LTD.,** a Private Ltd. Company, incorporated under the Indian Companies Act, having PAN No.: **AAGCC9399D**, having its registered office address at 39/40, Krishnapur Co-Operative Colony, Dum Dum Park, Lake Town, Kolkata – 700055, Police Station Lake Town, represented by its Director **SRI JAYDEEP CHATTERJEE**, S/o Sri Samir Kumar Chatterjee, having PAN No: **AEUPC9430L**, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 563, Dum Dum Park, Kolkata – 700055, Police Station – Lake Town, District – North 24 Parganas, as our true, legal, appointed Constituted Attorney to perform the following acts, jobs, deeds and things on our behalf and in our name as mentioned below in respect of our lands as described in the Schedule below this Power of Attorney.

- 1) To pay annual rent rates and taxes and house taxes and/or other levies or charges to the competent authority directly to the concerned authority and to make/raise objections against enhancement of taxes in respect of the said Premises.
- 2) To appear in the Office of the South Dum Dum Municipality, and/or any other competent authority in respect of all matters relating to the said premises for sanctioning plan or plans, in order to raise construction of the

Sankhjit Bose
Advocate

Multistoried Building over the Schedule below Property with the provision of raising further construction of additional floor, if valid sanction is granted by the South Dum Dum Municipality and to submit such plan, the site plan, building plan and other plans on behalf of the Principal and also sign such plan/plans on behalf of the Principal before the Office of the South Dum Dum Municipality or any other Authority Concern. That after completion of the building apply before the office of the South Dum Dum Municipality to obtain the necessary Occupancy Certificate and also to obtain necessary water connection and sewerage connection in respect of such building in our names and on our behalf.

- 3) To retain and appoint Advocates, Lawyers and other Law Agents and to revoke and/or cancel such appointment from time to time as the said Attorney shall think proper.
- 4) To make sign execute affirm and verify all or any plaints, written Statement, memo of appeals, revision, application, petitions, affidavit, declaration, Vakalatnama and other papers in connection with the Development works only.
- 5) To withdraw the money deposited in any Court, Land Acquisition Office, Rent Controller and/or from any other Authority etc. in respect of the said Premises.
- 6) To collect deemed, sue for and receive all rents, issue, profits, license fees, occupation charges etc. for the said premises or in respect of any portion thereof and to give receipt for the same.
- 7) To accept and withdraw any compensation payable for acquisition or compulsory purchase, requisition of hiring of the said premises or construction made thereon by the Government or any Competent Authority.

Sankujit Bose
Advocate

- 8) To construct the building or buildings according to the plan or plans sanctioned from the concerned Municipality and to hand over the Owner's Allocations as specified in the Joint Venture Agreement.
- 9) To receive the booking from the intending buyers in respect of the Developer's Allocations only and to apply before the financial Authority to mortgage the Developer's Allocation for obtaining the project loan but the principal will not be liable in any way for the said project loan.
- 10) To enter into any Agreement/Agreements with any intending Purchaser/Purchasers in respect of the Developer's allocation as per the said Development Agreement and also to execute the registered deed/deeds in respect of the Developer's allocation in favour of the intending purchaser/purchasers and to present such Deed/Deeds for Registration before the concerned Registry Office and to realize the Sale Proceeds thereof from such intending Purchaser/Purchasers of the Developer's allocation and to grant valid receipt thereof. Provided however that our said Attorney shall not have any Power to deal with any spaces of the Owner's allocation as per the said Development Agreement dated: 24.04.2019.
- 11) To appoint the labor/labors, architects, masons and/or any other type of persons relating to the construction and to enter into Agreement with the contractor/contractors and to purchase the materials with any person or organizations.
- 12) Our said Attorney is a Promoter/Developer in their profession and Our said Attorneys are bound to pay the sale proceeds after sale in respect of Owner's Allocation after completion of construction of new building if we at all decide to sale the Owner's allocation upon completion of the same and getting peaceful possession of the same from the Developer as per the said Development Agreement dated: 24.04.2019 and in case we desire to sale the Owner's allocation through the Developer we will communicate

the Developer in writings to that effect. It is hereby expressly provided that we are granting this Power of Attorney in pursuant to the Development Agreement and upon completion of the construction and upon sale of the Developer's allocation as per the said Development Agreement, this Power will automatically get determined or terminated.

And We do hereby agree to ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully do execute or perform or cause to be done, executed or performed in connection with the said property by virtue of this General Power of Attorney for our benefit. We are executing this Power of Attorney upon understanding its contents in Bengali, which has been read over and explained to us by the Ld. Advocate, as well as our Attorney.

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT lands measuring 7 Cottahs 4 Chittaks more or less, together with a Two Storied Dilapidated Building standing thereupon, measuring a total area of 3200 Sq.ft. more or less Ground floor of which is measuring 1600 Sq.ft. more or less & First Floor of which is measuring 1600 Sq.ft. more or less, flooring of which are finished by Cement,, comprised in C.S. & R.S. Dag No. 2368, of Mouza: previously Krishnapur at present Shyamnagar, J.L. No. 17, within P.S. previously Dum Dum at present Lake Town, within the local limits of the South Dum Dum Municipality, S.R.O. Cossipore Dum Dum at present A.D.S.R.O. Bidhan Nagar Salt Lake City, in the District of North 24 Parganas, Municipal Holding No. 809 & 810, Dum Dum Park at present Holding No. 809, being known and numbered as Premises No. 514, Dum Dum Park,, Kolkata - 700055, P.O. Bangur Avenue, previously under Ward No. 21 at present under Ward No.28, of South Dum Dum Municipality butted and bounded in the manner following:-

Sudhrajit Bose
Advocate

On the North	30ft. Wide Dum Dum Park Road
On the South	By Bagzola Canal and embankment of the canal
On the East	Partly by Plot Nos. 515, 517/1, Dum Dum Park
On the West	Plot No. 513, Dum Dum Park

IN WITNESS WHEREOF We do hereby set and subscribe our respective hands, signed, sealed and delivered on this the 24th day of April, 2019 upon understanding the contents of this Agreement, which has been explained and read over to us in Bengali by the Ld. Advocate preparing this Agreement as well as the present Developer.

WITNESSES

1. Prosenjit Sankar
Advocate,
Judges' court (N) 24 pas.
Barasat-

2. Chandan Maj.
KOL-700055.

1. Lipa Ghosh

2. Sandip Ghosh

3. Susmita Ghosh.

4. Maya Ghosh

5. Pranab Ghosh.

6. Pratik Kumar Ghosh

Prosenjit Sankar

Advocate

7. Jogdeb Ghosh
8. Basudeb Ghosh
9. Swapan Ghosh
10. Tapam Kumar Ghosh.
11. Malati Ghosh
12. Minati Ghosh.
13. For CHIRANJEEVI HOMES PRIVATE LIMITED
Jandeep Chatterjee
DIRECTOR

Signatures/LTI of the Owners

For CHIRANJEEVI HOMES PRIVATE LIMITED
Jandeep Chatterjee
DIRECTOR

Signature of the Attorney

-:Drafted by:-

Subhajit Bose
Subhajit Bose
Advocate
District Judge's Court
North 24 Parganas at Barasat
Enrl.No.WB- 234 /2000

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2019, Page from 36389 to 36461

being No 150201235 for the year 2019.



Digitally signed by AMITAVA DATTA
Date: 2019.04.25 14:11:51 +05:30
Reason: Digital Signing of Deed.

(Amitava Dutta) 25-04-2019 14:11:33
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)