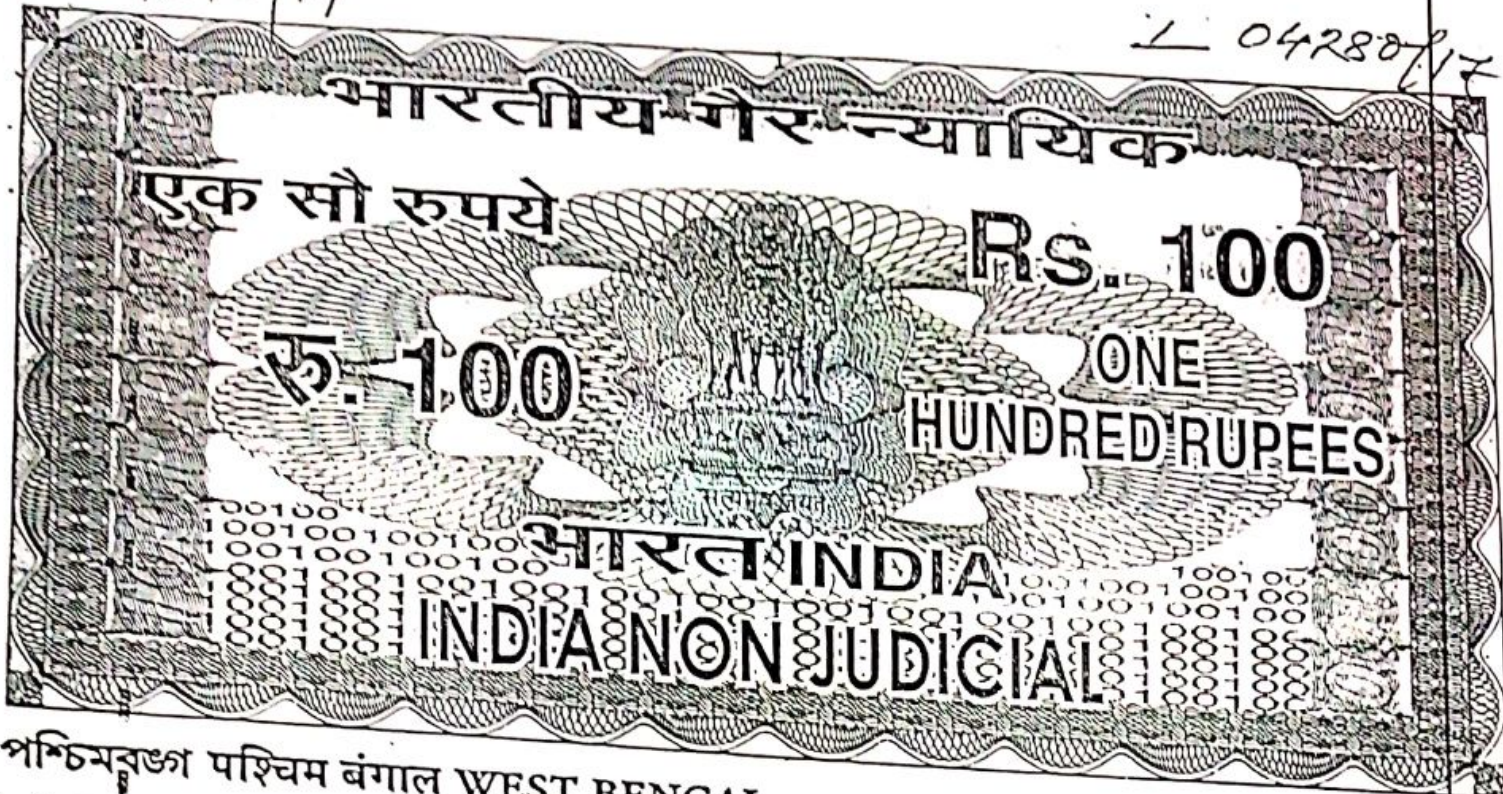


04842/17

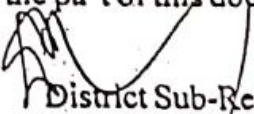
04280/17



पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

Y 633974

Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

  
 District Sub-Register-III  
 Alipore, South 24-parganas

22 SEP 2017

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) SRI LAKSHMIKANTO CHATTERJEE, (PAN-ATVPC9564B) son of Late Satyacharan Chatterjee, by faith Hindu, Indian, by occupation-Business, (2) SRI BIREN BANERJEE, (PAN-BBBPB1528B) son of Late Balaram Banerjee, by faith Hindu, Indian, by occupation-Business, (3) SRI AMAR BANERJEE alias AMAR BANERJI, (PAN-CQYPB 7891J), son of Late Gangahari Banerjee, by faith Hindu, Indian, by occupation-Business, (4) SRI MAHADEB BANERJEE, (PAN-CQYPB

7894P), son of Sri Anil Banerjee, by faith Hindu, Indian, by occupation-Service, all residing at 26/1, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata -700 078, hereinafter referred to as the PRINCIPALS send Greetings.

WHEREAS One Smt. Braja Sundari Dasi, wife of Krishna Das Nandi was the recorded owner of ALL THAT land measuring 1.94 Acres more or less, comprised in C.S. Dag No.2107 under C.S. Khatian No.62 and 425 corresponding to R.S. Dag No.962 under R.S. Khatian No.64 and 429, situated at Mouza-Garfa, J.L. No. 19, R.S.No.2, Touzi No.10, 12 & 13, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, by virtue of purchase on auction.

AND WHEREAS out of natural love and affection, the said Smt. Braja Sundari Dasi gifted  $1/3^{\text{rd}}$  share in the said land to her son Sri Hrishikesh Nandi son of Late Krishna Das Nandi by a Deed of Gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded in Book No.I, Volume No.76, page from 89 to 95, Deed No.1329 for the year 1971 and thereafter the said Smt. Braja Sundari Dasi gifted the remaining  $2/3^{\text{rd}}$  share in the said land to her other two sons Sri Mukunda Das Nandi & Sri Patitpaban Nandi both sons of Late Krishna Das Nandi by two Deed of Gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded in Book No.I, Deed Nos. 1308 & 1309, for the year 1971..

AND WHEREAS thus the said Sri Hrishikesh Nandi, Sri Mukunda Das Nandi & Sri Patitpaban Nandi jointly became the owners of the said land and for the purpose of more convenient use and enjoyment, they made

partition and division the said land among themselves and the said Sri Hrishikesh Nandi was allotted 1 Bigha more or less.

AND WHEREAS by a Deed of Gift, dated 26.04.1984, registered at S.R. Alipore and recorded in Book No.I, Volume No.4, page from 83 to 90, Deed No.1884 for the year 1984, the said Sri Hrishikesh Nandi granted, transferred and conveyed the said 1 Bigha of land, more or less, unto and in favour of one Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee, all sons of late Satya Charan Chatterjee.

AND WHEREAS being the owners of the said land, the said Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee became the owners of the said land and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Municipal Premises No.2, Nandi Bagan, Assessee No.310106-12-0002-6, having its postal address-26/1, Garfa Main Road, Kolkata-700 078.

AND WHEREAS thereafter by a Deed of Gift, dated 30.11.1995, registered in the office of Sub-Registrar at Mumbai and recorded in Book No. I, being No. 503 for the year 1995 and subsequently the said deed was adjudicated before the District Collector of South 24-Parganas at Alipore, dated 18.12.1998, vide Case No.Adj 269/97, dated 18.12.1998, the said Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee gifted transferred and conveyed ALL THAT a piece and parcel of Bastu land measuring 6 Cottah 5 Chittak 0 sq.ft. be the same a more or less together with the tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No. 19, R.S.No.2, Touzi No.10, 12 & 13 comprised in C.S. Dag No.2107, R.S. Dag No.962, appertaining to C.S. Khatian No.62,

R.S. Khatian No.64, being Premises No.2/1, Nandi Bagan, Kolkata -700 078, Assessee No.31-106-12-0533-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, more fully described in the First Schedule hereunder written, unto and in favour of the Owners herein.

AND WHEREAS the Owners hereto entered into an Agreement for Development, dated 13.02.2017, registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2017, page 12594 to 12629, Being No.16030495 for the year 2017, the Owners herein engaged Developer herein for construction of a G+IV storied building on the said land, with a Developer M/S. Shree Brindaban Construction, a Proprietorship firm, having its office at 72/6, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata -700078, represented by its Proprietor Sri Arun Chandra Bala, son of Late Ananta Bala, by faith Hindu, by occupation-Business, residing at 72/6, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata - 700 078, more fully described in the Schedule mentioned in the said Agreement, under certain terms and conditions contained therein and also granted a Development Power of Attorney, dated 13.02.2017, registered in the office of D.S.R.-III, Alipore and recorded in Book No. I, Volume No.1603-2017, page 12733 to 12750, Being No.16030499 for the year 2017, unto the said Developer.

AND WHEREAS due to some avoidable circumstances, the said Developer did not materialise the said work of construction and requested the Owners herein for cancellation of the said Agreement and Power of Attorney and they registered an Agreement for Cancellation, dated

21.03.2017 registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2017, Being No.16030.4264 for the year 2017, and also registered a Revocation of Power of Attorney, registered in the office of D.S.R.-III, Alipore and recorded in Book No. I, Volume No.1603-2017, Being No.16030.629... for the year 2017,

AND WHEREAS thus the owners herein jointly became the owners of total land measuring 6 Cottah 5 Chittak 0 sq.ft. be the same a more or less, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said land by constructing a building, the owners/principals herein entered into an agreement for development, dated 21.09.2017 registered in the office of D.S.R.-III Alipore, vide Book No.I, Volume.No.1603- 2017,Being No...4266....., for the year 2017, with the Developer namely R.S. CONSTRUCTION, a Proprietorship firm, having its office at 110, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata - 700078, represented by its Proprietor SRI RANA SAFUI (PAN-ABGPS2725P), son of Sri Bibhupada Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, in respect of the said land as mentioned in the Schedule hereunder written under certain terms and conditions contained therein.

AND WHEREAS among other terms and conditions in the said Development Agreement, it is mutually settled and agreed by and between the Owners/Principals herein and the Developer, that the Owners herein will be entitled to get ALL THAT 50% of the proposed G+IV storied building, comprised in Entire Second floor and Entire Fourth floor

and 50% of car parking spaces and one shop room on ground floor measuring 145 sq.ft. more or less of the proposed G+IV storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building and Developer will get the remaining 50% of the constructed area of the proposed G+IV storied building i.e entire First floor and entire third floor and 50% of Car parking space and remaining shop room of said proposed building and together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

**AND WHEREAS** for the purpose of construction of the proposed multi-storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, the Owners/Principals herein do hereby nominate, constitute, authorise and appoint the said Developer **R.S. CONSTRUCTION**, a Proprietorship firm, having its office at 110, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata - 700078, represented by its Proprietor **SRI RANA SAFUI** (PAN-ABGPS2725P), son of Sri Bibhupada Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, as our true and lawful Attorney to do and execute inter alia the following acts, deeds and things.

- 1 On our behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any licence, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.

- 2 To execute, sign and prepare building plan or plans and submit the same to the building Department, The Kolkata Municipal Corporation upon signing and executing his name on the said plan or plans on our behalf and in our names and obtained the same from the Kolkata Municipal Corporation on payment of all fees and charges thereto.
- 3 To execute, sign and prepare the internal and external plan or plans for sewerage, drainage and submit the same to the Drainage Department, The Kolkata Municipal Corporation and sign and execute on the said plan or plans in my name and on our behalf and obtain the same from the Kolkata Municipal Corporation upon payment of all fees, charges etc.
- 4 To execute, sign and prepare any revise and/or modify plan for any deviation in the construction (if any would be made) and shall submit the same to the Kolkata Municipal Corporation, Building Department for regularisation and also appear before the K.M.C. Building Tribunal for hearing and obtain the same from the Kolkata Municipal Corporation, Building Department, on our behalf and in our names and also get Completion Certificate of the Building from the Kolkata Municipal Corporation.
- 5 To apply for and obtain connection of electric line, meter and/or sub-meter if necessary and to obtain low/high tension electricity in the said building and premises.
- 6 To negotiate for sale, transfer, lease, mortgage the Developer's Allocation of the proposed multi-storied building to be constructed on the Schedule mentioned land with any person, firm, association,

petitions accounts, inventories applications or other documents and papers that may be necessary in this regard.

10 To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND GENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer's allocation of the proposed multi-storied building to be constructed on the schedule mentioned land and all acts, deeds by my said Attorney shall be taken as our acts deeds and things as We were personally present and done the same myself.

AND we do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of our said Attorney, which will be done by virtue of this Power of Attorney.

SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of the land measuring 6 Cottah 5 Chittak 0 sq.ft. be the same a little more or less, together with 100 sq.ft. tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 & 13 comprised in C.S. Dag No.2107, R.S. Dag No.962, appertaining to C.S. Khatian No.62, R.S. Khatian No.64, being Premises No.2/1, Nandi Bagan, Kolkata -700 078, Assessee No.31-106-12-0533-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry /A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows:-

On the North : 20' ft. wide K.M.C. Road,  
On the South : Land of others,  
On the East : Land of others,  
On the West: Land of others.



IN WITNESSES WHEREOF We, the Principal named above, have hereunto set and subscribed our hands and signatures on the 22nd Day of September 2017.

SIGNED & DELIVERED

In presence of:-

1. Rajay Banerjee  
63, Greenfield, N.D.  
Haltu Kal - 78

Lakshmi Kant Chatterjee.  
Biman Bandyopadhyay  
Anand Banerjee.  
S. K. V. Das

Principal

This power is accepted by me.

2. Alen Saha  
Advocate  
Alipore Police Court  
Kolkata - 7

R. S. CONSTRUCTION

Proprietor

Attorney












Drafted by:-

Alen Saha  
Advocate,  
Alipore Police Court,  
Kolkata - 700 027.

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












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
 Lakshmi Kant Acharya	left hand					
	right hand					












Name..... Lakshmi Kant Acharya

Signature..... Lakshmi Kant Acharya

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

Name.....

Signature..... Biru Bui

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












Name.....

Signature..... Amar Bhowariya

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











Name.....

Signature.....

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

Name.....

Signature *Harsh Dhan*.....

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

Name *IRANA SAFU*.....

Signature *Irana Safu*.....

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

Name.....

Signature.....

Certificate of Registration under section 60 and Rule 69.

- Registered in Book - I

Volume number 1603-2017, Page from 116796 to 116818  
being No 160304280 for the year 2017.



Digitally signed by ASISH GOSWAMI  
Date: 2017.10.10 16:32:35 +05:30  
Reason: Digital Signing of Deed.

(Asish Goswami) 10/10/2017 16:32:30  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)