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I-00942/2019



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 547273

Q-1-A 819A/19

যেহাঙ্গুলে এই নথি স্বাক্ষরিত হইয়াছে তাহা নিবন্ধন করা হইবে। এই নথির স্বাক্ষর পত্র / পত্রিকা ও স্বাক্ষরিত পত্র / পত্রিকা এই নথির সাথে সংযুক্ত হইবে।

Additional District Sub-Registrar
Sodepur, North 24 Parganas

12 UFFF 2019

DEVELOPMENT POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME that,

NO. 3574, VALUE 1000
Date 19.02.2019
Sent to Tabbar Chandra, Adv.
Address: Seiden Civil Court
Mendur. me-ly,
Seal of Civil Court
WALUKU MUKHERJEE



Additional District Sub-Registrar
Sodepur, North 24-Parganas

12 OFEB 2019

Sandip Das
S/O Sandip Das
R.K. Bandy, Samikati,
P.S. - Jherardah, KOL-114,
OCER - Business.

1) **SMT. KALPANA DEY**, Wife of Late Gour Lal Dey by Religion – Hindu, by Occupation- House wife, **Pan no. - APJPD3708E, Mob no. - 9874852041**, 2) **SRI CHIRANJIB KUMAR DEY**, Son of Late Gourlal Dey, by Religion – Hindu, by Occupation – Service, both are residing at residing at 313/239 /B, Adarsha Pally, P.O. – B.D. Sopan, Khardah, Police Station – Khardah, Kolkata – 700116, **Pan no.- AFZPD6052K, Mob no. - 9674790812**, and 3) **SRI SUMIT DEY**, Son of Late Motilal Dey by Religion – Hindu, by Occupation – Service, residing at 311/239/A, Adarsha Pally, P.O. – B.D. Sopan, Khardah, Police Station – Khardah, Kolkata – 700116, **Pan no.- AMXPD8209K, Mob no. - 8240564811**, hereinafter jointly called and referred to as the **OWNERS / EXECUTANTS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their heirs, executors, administrators, successors – in office, legal representatives, and or assigns etc) **SEND GREETINGS:**

A. We all the Executants herein are the joint Owners of ALL THAT land measuring 5 Kattahs 6 Chittaks 17 Square feet with kucha structure measuring 700 sq feet more or less lying and situated at Premises under Holding no. - 311/239, Adarshapally, P.O. – B.D. Sopan, Khardah, within the limit of Khardah Municipality, Ward no. - 20,, under Police Station – Khardah, District North 24 Parganas, within the Mouza – Khardah, J.L. no. – 2, Re. Su no; - 18, Touzi no.. – 145, 1505 & 2998, comprised and contained in R.S. Khatian no. – 1961 & 875, R.S. Dag nos. – 3326 & 3327, corresponding L.R. Khatian no. – 1234,, 1970, 3226 & 1987, L.R. Dag no. – 6358 & 6392 within the A.D.S.R. Office at Sodepur, , Kolkata - 700 116 here in after referred to as the "**Said Land**".

B. By a registered Development Agreement on 20/02/2019, registered in the Office of A.D.S.R. at Sodepur, being No.I-152400925 for the year 2019 made between us therein referred to as the Owners of the One Part and "**Annapurna Griha Udyog**" therein referred to as the Developer of the Other Part, whereby We have been appointed the Developer to develop our **Said**

Kalpuna Dey

Land on the terms and conditions therein mentioned (hereinafter referred to as the "said Development Agreement") and we agreed to grant power of attorney in favour of the said Developer.

C. In terms of the said Development Agreement, we are desirous of appointing **Annapurna Grihaudyag**, to be our true and lawful attorney in our place and stead to do, perform, sell and execute all or any acts, deeds and things relating to or concern with the Said Land on the terms and conditions hereinafter mentioned.

NOW THEREFORE KNOW YE AND THESE PRESENTS WITNESSETH that We 1) **Smt. Kalpana Dey**, 2) **Sri Chiranjib Kumar Dey** and 3) **Sri Sumit Dey** doth hereby jointly nominate, constitute and appoint the said "**ANNAPURNA GRIHA UDYAG**", Pan no. - **ABEFA2525R** a Partnership Firm, having its Office at Building "BISWABINA APARTMENT", 114/89/7, Iswar Chowdhury Road, P.O. - Rahara, + Police Station - Khardah, Dist.- North 24 Parganas, Kolkata - 700 118, hereinafter called and referred to as the "**DEVELOPER**", represented by its partners namely 1) 1) **SRI BHANU BEPARI**, Son of Sri Amulya Bepari, by Religion - Hindu, by Occupation - Business, residing at 1, No. Surya Sen Nagar, P.O. & P.S - Khardah, Dist.-North 24 - Parganas, Kolkata - 700 117. Pan no. - **ALIPB2955N**, Mob no - **7980098896**, 2) **SRI SOUMEN DAS**, Son of Late Ramendra Nath Das, by Religion - Hindu, by Occupation - Business, residing at 1, No. Surya Sen Nagar, P.O. & P.S - Khardah, Dist.- North 24 - Parganas, Kolkata - 700 117, Pan no. - **AMHPD1154B**, Mob no - **8617766047**, 3) **SRI SUKANTA MUKHERJEE**, Son of Shri Sushanta Mukherjee, by Religion - Hindu, by Occupation - Business, residing at 12/A, Station Road, P.O & P.S - Khardah, Dist.- North 24 Parganas, Kolkata - 700 117, Pan no.- **ANZPM4172F**, Mob no - **9874856741**, 4) **SRI DEBASHIS NAG**, Son of Late Saral Kumar Nag, by Religion - Hindu, by Occupation - Business, residing at 3 No. Suryasen Nagar,

P.O - Khardah , P.S. – Khardah , Dist.- North 24 Pargana, Kolkata – 700 117,
Pan no. – AHZPN3267G, Mob no - 9051551800 to be our true and lawful Attorney, in our names and/or on our behalf to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To maintain, manage and administer the Said Land and every part thereof fully mentioned in the Schedule hereunder written in accordance with the terms and conditions mentioned in the said Development Agreement.
2. To enter into and defend the possession of the Said Land and every part thereof.
3. 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 effected.
4. To engage and appoint Architects and Consultants, cause preparations of building plans, sign such plan or plans and appear before the Municipality and other authorities and Government Department and/or Officers for sanction of the said plan and all amendments thereof.
5. To sign all the relevant papers and documents including all plans and designs to develop the Said Land and to appear before all necessary authorities, including Municipalities , Fire Brigade and/or any other Competent Authority/ies, B.L. & L.R.O., Courts of any jurisdiction and Police etc.
6. To borrow money to create charge, mortgage, mortgage of the individual Flat of the intending Buyers on the new proposed Building on the Said Land to secure loan and for taking financial assistance from any financial

institution or bank or body corporate(s) or from any person and/or persons on any terms and conditions as our Attorney shall think fit and proper save & except the mortgaging the allocation of the Owners' Share in terms of the said Development Agreement in the project & the said attorney always indemnify that any liability on the aspects of financial nature as aforesaid shall be fully & satisfactorily borne by my said attorney only, without encumbering my interest, title whatsoever in the said project.. In case of any default in the part of the Developer , the Landlords should not be liable for the same.

7. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipalities and or other authorities.
8. To negotiate for sale and/or transfer of the Said Land with buildings and structures or portions thereof together with the undivided proportionate share in the Said Land from the Developer's Allocation at such price and on such terms and conditions as our said attorney may deem fit and proper.
9. To execute Agreement for Sale, Deed of Exchange, Deed of Lease, Deed of Conveyance or other necessary papers/documents relating to transfer of the Said Land with buildings and structures and to receive the earnest/rent/premium/entire consideration amount and to give a proper and valid discharges for the same for the exclusively the Developer's Allocation.
10. To appear before any Registrar or Sub-Registrar of Assurances or any other registering authority having jurisdiction, to present for registration, admit execution, acknowledge and register according to the provisions of the law for the time being in force the Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents related with the transfer of the Said Land with Buildings and structures signed by the said attorney and to endorse the receipt for such Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents and to do all things necessary for completing registration of such Deed or Deeds.

- 11. To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances and Executive Magistrate, any courts and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein and also defend all suits, cases, appeals and applications whatsoever in nature.
12. To appoint any solicitor, advocate, pleader or counsel as may be necessary for prosecuting and defending any suit or proceedings in the matters relating to the Said Land.
13. To commence, prosecute, enforce, defend or oppose all actions or other legal proceedings, including arbitration proceedings and to demand, touching any of the matters aforesaid and also if think fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
14. To accept notice and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
15. To receive and pay and/or deposit all moneys, including Court fees and receive, refunds and to receive and grant valid receipts and discharges in respect thereof.
16. To pay all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Said Land as occupier and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
17. To give undertakings, assurance and indemnities, as be required for the purposes aforesaid.
18. To appear and represent us before all semi-government or government authorities, make commitments and execute undertakings, affidavit, declaration and other necessary papers and register the same according to law as may be required for all or any of the purposes herein contained,

including the process of usage of the passage already marked in the title of the said land as mentioned in the schedule.

19. To advertise in different news papers and display hoarding in different places, engage agency for selling of the Said development on the said land and whatever structures facilities as my said Attorney shall think fit and proper.

AND GENERALLY to do all other deeds and things concerning the same and we do hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney shall or may lawfully do, execute or perform or cause to be done, executed or performed in connection with the Said Land by virtue of the power or authority hereunder conferred upon.

THE SCHEDULE ABOVE REFERRED TO: (SAID LAND)

All that piece and parcel of land measuring 05 Cottahs 06 Chittaks 17 Sq feet with dilapidated old structure measuring more or less 700 Square feet lying and situated at Premises under Holding no. - 311/239, Adarshapally , P.O. - B.D. Sopan , Khardah , within the limit of Khardah Municipality , Ward no. - 20,, under Police Station - Khardah, District North 24 Parganas, Kolkata - 700 116, appertaining to Mouza - Khardah, J.L. no. - 2 , Re. Su no; - 18 , Touzi no.. - 145 , 1505 & 2998 , comprised and contained in R.S. Khatian no. - 1961 & 875 , R.S. Dag nos. - 3326 & 3327, corresponding L.R. Khatian no. - 1234,, 1970, 3226 & 1987 , L.R. Dag no. - 6358 & 6392 , within the A.D.S.R. Office at Sodepur, the entire land butted and bounded as follows:-

On the North:	Calcutta Steel Co. Ltd.
On the South	16 ft wide Adarshapally Road
On the East:	H/o Pannalal Mukherjee
On the West:	H/o Jawaharlal Dey & L/o Haradhan Dhara

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written. 20th Feb 2019.

Signed and delivered by the Owners

- 1) Smt. Kalpana Dey,
- 2) Sri Chiranjib Kumar Dey
- & 3) Sri Sumit Dey

At Kolkata

In the presence of:

Popia Dey.
Adarshpalley.
Khowdah.

1. Kalpana Dey

2. Chiranjib Kumar Dey

3. Sumit Dey

ANNAPURNA GRIHA UDYOG

Signed and delivered by the Developer Annapurna Griha Udyog
At Kolkata

In the presence of:

Tapas Chanda
Biswa Bina
Rohan. KOL-118

1. Bhanu Bepain.
2. Saumen Dey **Partner**
3. Sukanta Mukherjee
4. Debendra Nag.

Drafted and prepared by



Tapas Chanda
Advocate

Sealdah Civil Court
Kolkata - 700 014
Enrolment no.- WB/731/1992

DISTRICT NORTH 24 PARGANAS.

** OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BAKASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT

NAME: KALPANA DEY

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE: Kalpana Dey

LEFT HAND FINGER PRINT

NAME: CHIRANJIB KUMAR DEY

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE: Chiranjib Kumar Dey

LEFT HAND FINGER PRINT

NAME: SUMIT DEY

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE: Sumit Dey

LEFT HAND FINGER PRINT

NAME: BHANU BEPARI

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE: Bhanu Bepari



FINGER PRINT



RIGHT HAND FINGER PRINT



RIGHT HAND FINGER PRINT



RIGHT HAND FINGER PRINT

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT

NAME: SOUMEN DAS

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



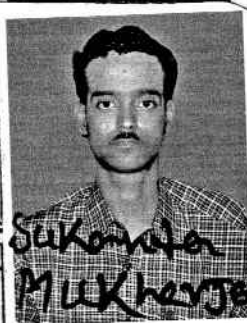
RIGHT HAND FINGER PRINT

SIGNATURE: Soumen Das

LEFT HAND FINGER PRINT

NAME: SUKANTA MUKHERJEE

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



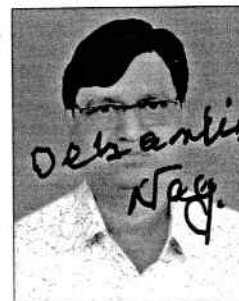
RIGHT HAND FINGER PRINT

SIGNATURE: Sukanta Mukherjee

LEFT HAND FINGER PRINT

NAME: DEBASHIS NAG

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE: Debashis Nag

LEFT HAND FINGER PRINT

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE