1744

I- 1936 /19

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

AA 292678

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

I- 98578/19

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

Additional District Sub-Registrar
Baruipur, 24 Pgs. (N)

8 MAY 2019

DEVELOPMENT POWER OF ATTORNEY

Continued.....P/2

MAA BHABATARINI UDYOG

Partner

TO ALL TO WHOM THESE PRESENTS SHALL COME , WE , (1) SRI. DEBABRATA BHATTACHARYA [PAN:BYCPB5938D] , son of both Late Nirmal Chandra Bhattachajee and Gita Bhattacharjee , by faith – Hindu , by occupation – retired person , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (2) **SMT. SANYUKTA BHATTACHARYA [PAN:AJBPB8264H]**,wife of Sri. Joydeep Bhattacharya married daughter of Sri. Nil Madhab Bhattacharya , by faith – Hindu, by occupation – housewife , by nationality – Indian, having permanent residential address at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , presently residing at H3/65 Mahavir Encleve , P.O : Palam ,P.S : Dabri , South – West Delhi , Delhi – 110 045 , India , (3) **SMT. MINATI BHATTACHARYA [VID No. WB/20/136/279212]** , wife of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (4) **SMT. DEBASREE CHATTERJEE [PAN:ANRPC5954H.]** , wife of Late Gora Chand Chattaerjee, and married daughter of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India and (5) **SRI. CHANDAN BHATTACHARJEE [PAN:AXUPB6213D]** , son of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – service ; by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , herein after to be collectively called, identified, recognized and referred to as the **"PRINCIPAL"** (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors in-office, heirs, executors, administrators and legal representatives) **SEND GREETINGS :**

WHEREAS Sri. Aparna Charan Bhattacharya , since deceased , son of Late Abhoy Charan Bhattacharyay , became the sole and absolute owner of **ALL THAT PICE AND PARCLE** bastu land admeasuring 0.0875 acre , be the same a little bit of more or less , presently lying and situated at premise no. 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza – Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 , by virtue of a registered deed of conveyance written in Bengali , registered at the office of the Additional Dist. Sub – Registrar , Cossipore Dum Dum , presently Dist. North 24 Paraganas , executed in his favor as on 2/04/1941 by Smt. Hari Priya Bala Dasi , wife of Sri. Hari Mohan Dey , which has been recorded

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in Book No. I, Volume No. 20 , Pages from 201 to 204 , being deed no. 969 for the year 1941.

AND WHEREAS said **Sri. Aparna Charan Bhattacharya** , since deceased, after he becomes the sole and absolute owner of property of above description , muted his name in the in the records of the Kamarhati Municipality as the sole and absolute owner and possessor of the property of above description and built up a one storied puca house building covering an area of 900 (Nine Hundred) sq. feet for the residential use of himself and his family , herein after to be referred to as the "**SAID PROPERTY**" more fully and particularly described in the 1st schedule written hereunder.

AND WHEREAS said **Sri. Aparna Charan Bhattacharya** , since deceased , died intestate in the month of April , 1949 and the deceased at the time of his death left surviving the following persons who in accordance with the Hindu Succession Act , are the only legal heirs of the deceased and none else , entitled to estate of the deceased on an intestate succession ,

Sl.No.	Name	Relatioship with the deceased
1	SRI. NIRMAL CHANDRA BHATTACHARYA	SON
2	SRI. PARIMAL CHANDRA BHATTACHARYA	SON
3	SRI. NIL MADHAB BHATTACHARYA	SON

AND WHEREAS after the sad demise of said **Aparna Charan Bhattacharya** , the legal heirs of the deceased as stated herein above became the sole and absolute owner of **"SAID PROPERTY"** , each having equal undivided 1/3rd right and/or interest in the same.

AND WHEREAS it is pertinent to mention here that the wife of Late Aparna Charan Bhattacharya , Smt. Binodini Devi died before the death of said Aparna Charan Bhattacharya .

AND WHEREAS Sri. Nil Madhab Bhattacharya , since deceased , died as on 22/02/2019 and the deceased before the date of his sad demise , by executing a registered deed of gift , registered at the office of the ADSR , Belgharia , Dist. North 24 Paraganas as on 28/02/2019 in favor of his married daughter **SMT. SANYUKTA BHATTACHARYA** , the **"PRINCIPAL"** no. (2) herein , gifted his entire 1/3rd undivided share or interest in the **"SAID PROPERTY"** , more fully and particularly described in 1st Schedule written hereunder and the said deed of gift copied in Book No. – I , Volume

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No. 1526 - 2019 , Pages from 29291 to 29320 , being deed no. 152600932 for the year 2019 , hence after the execution of said deed of gift **SMT. SANYUKTA BHATTACHARYA** , the **"PRINCIPAL"** no. (2) herein , became the sole and absolute owner of undivided 1/3rd share or interest of the **"SAID PROPERTY"**.

AND WHEREAS said Sri. Parimal Chandra Bhattacharya , Since deceased , son of Late Aparna Charan Bhattacharya , died intestate 12/08/1988 and the deceased at the time of his death left surviving him the following persons who according to the Hindu Succession Act , 1956 , are the only legal heirs of the deceased and none else , entitled to the estate of the deceased on an intestate,

Sl.No.	Name	Relationship with the deceased
1	Smt. Minati Bhattacharya	Wife
2	Sri. Chandan Bhattacharjee	Son
3	Smt. Debasree Chatterjee	Married Daughter

AND WHEREAS after the sad demise of said Parimal Chandra Bhattacharya , the legal heirs of the deceased as stated herein above , became the sole and absolute joint owner of undivided 1/3rd share or interest in the **"SAID PROPERTY"** , each having undivided 1/9th share in the same .

AND WHEREAS Sri. Nirmal Chandra Bhattacharjee , since deceased , died intestate as on son and one of the legal heirs of Late Aparna Charan Bhattacharyay as stated herein above , died intestate as on 29/09/1997 and the deceased at the time of his death left surviving him the following persons who according to the Hindu Succession Act , 1956 , are the only legal heirs of the deceased and none else , entitled to the estate of the deceased on an intestate succession.

Sl.No.	Name	Relationship with the deceased
1	Smt. Gita Bhattacharya	wife
2	Sri. Debabrata Bhattacharya	Son

AND WHEREAS after the sad demise of said Nirmal Chandra Bhattacharjee , the legal heirs of the deceased as stated herein above , became the sole and joint owner of undivided 1/3rd share of deceased , each having equal undivided 1/6th share in the same.

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AND WHEREAS Smt. Gita Bhattacharya , since deceased , wife of Late Nirmal Chandra Bhattacharya , died intestate as on 07/07/1996 and the deceased at the time of his death left surviving her only son Sri. Debabrata Bhattacharya as her only legal heirs , hence , Sri. Debabrata Bhattacharya , the **"PRINCIPAL"** no.(1) herein , became the sole and absolute owner of undivided 1/3rd share of the **"SAID PROPERTY"** , more fully and particularly described in the 1st schedule written hereunder.

AND WHEREAS , the **"PRINCIPAL"** herein, in order to develop the **"SAID PROPERTY"** more fully and particularly described in the **1ST Schedule** written hereunder , entered into a registered Development Agreement , herein after to be referred to as the **"DEVELOPMENT AGREEMENT"** , registered at the office of the Additional District Sub-Registrar , Belgharia, Dist. North 24 Parganas on 22/04/2019 With **M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D]** , a partnership firm , mainly engaged in the business of development & promotion of land and building , having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , consisting of partners namely (1) **SRI. CHANDAN ALI ANSARI [PAN:AYQPA4755J]** , son of Sri. Kalamuddin Ansari , by faith – Islam , by occupation – business , by nationality – Indian , residing at 7 No. Phari Bagan , P.O: Kamarahati , P.S : Belgharia , Kolkata – 700 058 , Dist. North 24 Parganas , (2) **SRI. PRASUN BANERJEE [PAN:AGZPB4614J]** , son of Sri. Rabindra Nath Banerjee , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 41/29 A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas (3) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (4) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , herein after to be collectively called , referred and recognized to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors in-office, heirs, executors, administrators and legal representatives) of the **SECOND PART**, represented by it's partners namely (i) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (ii) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-

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31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , described as "**DEVELOPER**" in the said cited "**DEVELOPMENT AGREEMENT**".

AND WHEREAS in accordance with the said "**DEVELOPMENT AGREEMENT**", registered at the office of the Additional District Sub-Registrar , Belgharia , Dist. North 24 Parganas on 22/04/2019. which has been recorded **as Deed No.** I-152601667 **for the year 2019,** the **"DEVELOPER"** is entitled to the **exclusive and absolute right of development** of the "**SAID PROPERTY**" , more fully and particularly described in the **Schedule** written hereunder , with an exclusive right to deal with, alienate and transfer the same as more fully contained in the said **"DEVELOPMENT AGREEMENT",** the Developer's Allocation and the common allocation and installation and the Parties agreed to identify their respective Allocation in accordance with the terms and condition as contained in the said "**DEVELOPMENT AGREEMENT"** .

AND WHEREAS in tune with the said "**DEVELOPMENT AGREEMENT"** the **"PRINCIPAL"** herein, referred and recognized as the **"OWNERS"** of the **ONE PART** in the said "**DEVELOPMENT AGREEMENT"**, executing this irrevocable **DEVELOPMENT POWER OF ATTORNEY** in favor of **M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D]** , a partnership firm , mainly engaged in the business of development & promotion of land and building , having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , consisting of partners namely (1) **SRI. CHANDAN ALI ANSARI [PAN:AYQPA4755J]** , son of Sri. Kalamuddin Ansari , by faith – Islam , by occupation – business , by nationality – Indian , residing at 7 No. Phari Bagan , P.O: Kamarahati , P.S : Belgharia , Kolkata – 700 058 , Dist. North 24 Parganas , (2) **SRI. PRASUN BANERJEE [PAN:AGZPB4614J]** , son of Sri. Rabindra Nath Banerjee , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 41/29 A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas (3) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (4) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , herein after to be collectively called , referred and recognized to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or

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successors in-office, heirs, executors, administrators and legal representatives) of the **SECOND PART**, represented by it's partners namely (i) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (ii) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , hereinafter to be collectively called, referred and recognized to as the **"DEVELOPER"**, as and for the purpose relating to the **"SAID PROPERTY"** and the development thereof and other purposes hereinafter contained.

NOW KNOW YE BY THESE PRESENTS , WE , (1) SRI. DEBABRATA BHATTACHARYA [PAN:BYCPB5938D] , son of both Late Nirmal Chandra Bhattachajee and Gita Bhattacharjee , by faith – Hindu , by occupation – retired person , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (2) **SMT. SANYUKTA BHATTACHARYA [PAN:AJBPB8264H]**,wife of Sri. Joydeep Bhattacharya married daughter of Sri. Nil Madhab Bhattacharya , by faith – Hindu, by occupation – housewife , by nationality – Indian, having permanent residential address at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , presently residing at H3/65 Mahavir Encleve , P.O : Palam ,P.S : Dabri , South – West Delhi , Delhi – 110 045 , India , (3) **SMT. MINATI BHATTACHARYA [VID No. WB/20/136/279212]** , wife of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , (4) **SMT. DEBASREE CHATTERJEE [PAN:ANRPC5954H.]** , wife of Late Gora Chand Chattaerjee, and married daughter of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – housewife , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India and (5) **SRI. CHANDAN BHATTACHARJEE [PAN:AXUPB6213D]** , son of Late Parimal Chandra Bhattacharya , by faith – Hindu , by occupation – service , by nationality – Indian , residing at 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India, **do hereby nominate, constitute and appoint M/S MAA BHABATARINI UDYOG [PAN:ABIFM5226D]** , a partnership firm , mainly engaged in the business of development &

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promotion of land and building , having it's principal place of business at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , consisting of partners namely (1) **SRI. CHANDAN ALI ANSARI [PAN:AYQPA4755J]** , son of Sri. Kalamuddin Ansari , by faith – Islam , by occupation – business , by nationality – Indian , residing at 7 No. Phari Bagan , P.O: Kamarahati , P.S : Belgharia , Kolkata – 700 058 , Dist. North 24 Parganas , (2) **SRI. PRASUN BANERJEE [PAN:AGZPB4614J]** , son of Sri. Rabindra Nath Banerjee , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 41/29 A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas (3) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 38/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (4) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas , herein after to be collectively called , referred and recognized to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors in-office, heirs, executors, administrators and legal representatives) of the **SECOND PART**, represented by it's partners namely (i) **SRI. SUJAN SARKAR [PAN:ATTPS1688L]** , son of Late Samir Sarkar , by faith – Hindu , by occupation – business , by nationality – Indian , residing at 32/2/A A.C Banerjee Road , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 057 , Dist. North 24 Parganas , (ii) **SRI. SOUVIK GHOSH [PAN:APQPG0772A]** , son of Sri. Parimal Ghosh , by faith – Hindu , by occupation – business , by nationality – Indian , residing at P-31 Tagore Park , P.O : Ariadaha , P.S : Belgharia , Kolkata – 700 056 , Dist. North 24 Parganas, as our only true and lawful attorney for us to do, exercise , execute and perform all or any of the following deeds, matters and things in respect of the **"SAID PROPERTY"** that is to say :

1. To enter into, hold and defend possession of the **"SAID PROPERTY"** and also to manage and administer the **"SAID PROPERTY"** and all construction thereon and every part thereof.
2. To construct or reconstruct the new building at the **"SAID PROPERTY"** in accordance with the sanction building plan .
3. To apply for and obtain all licenses, registration and permissions required for construction of the new building at the **"SAID PROPERTY"**.
4. To prepare , apply for, sign and submit the plans and/or specifications and/or applications from time to time for sanctioning,

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Souvik Ghosh

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modifications and /or alteration , revalidation etc and to have the same sanctioned, modified, altered ,revalidated etc., as may be deemed fit and proper by the said attorney or attorneys.

5. To pay all fees and expenses and obtain sanction, modification, alteration, revalidation, renewal and such other order or orders or permissions from the necessary authorities and do all other necessary acts, deeds and things as be expedient for the same.

6. To apply for and obtain :

   (a) Certificate clearances and permissions from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 , pollution control authorities and/or authorities under environment laws or any other concerned authority and all other certificate clearances and permissions that may be required for any purpose hereinstated.

   (b) Permission clearances and licenses to erect and run/operate and/or maintain all or any utility, input or facility in the new building .

   (c) All permissions, approvals, licenses, clearances, no objection certificates, quotas, subsidies,incentives, exemptions ,discounts, waivers, entitlements and allocation of cement, steel, bricks and other building materials in respect of construction of the new building and other structures to be erected at the said premises and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned.

7. To insure and keep insured the New Building and /or modification of the building at the **"SAID PROPERTY"** or any part thereof or any materials equipments or machineries against loss or damage by earthquake and /or other risks, if and as be deemed necessary and/or desirable by the said attorney and to pay premium thereof.

8. To deal with, alienate, sell, conveyance , lease out, let out or otherwise transfer or market the Developer's Allocation as stated in the said **DEVELOPMENT AGREEMENT** , only in the new building to be constructed at the **"SAID PROPERTY"** at such consideration and on such terms and conditions as the said attorney may deem fit and proper subject to the terms and conditions as contained in the said

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"DEVELOPMENT AGREEMENT" relating to such transfer without jeopardizing and detrimental the part of the owner.

9. To take bookings and applications of whatsoever nature in respect of sale, leasing out, letting out or otherwise transfer of the Developer's Allocation only in the new building or any part thereof and if necessary to amend, modify, alter or cancel the same and to receive the amount receivable in respect of any transfer of any Developer's Allocation and issue receipts, acknowledgement and discharges thereof and to fully exonerate the person or persons paying the same without involving the "**PRINCIPAL**" in any liability and litigation.

10. To prepare, sign, execute and/or deliver all papers, documents, agreements, sale deeds, conveyances, declarations, forms, receipts and such other documents and writings as in any way be required to be so done as may be deemed fit and proper by the said attorney in respect of the Developer's Allocation only.

11. To enforce any covenant in any agreement , deed or in any other contracts or documents of transfer executed by the **"PRINCIPAL"** and the **"DEVELOPER"** and to exercise all right and remedies available to the **"PRINCIPAL"** and the **"DEVELOPER"** there under.

12. To take any individual, AOP,BOI, body corporate, firm or firms, as the case may be, as partner or partners only in respect of this project without taking any further approval of the **"PRINCIPAL"** and to engage and discharge any individual, firm or firms, body corporate, AOP, BOI as the case may be, for completion of any particular job in respect of this project and to do all things necessary in this respect as may be deemed fit and proper by the "**DEVELOPER**" without any further approval from the **"PRINCIPAL".**

13. To enter into or terminate any contract, agreement, right of occupancy, user enjoyment with any person or persons, firm, AOP, BOI, body corporate intending to acquire the Developer's Allocation or any part thereof for and on behalf of the "**PRINCIPAL**" in such manner as said attorney may deem fit and proper.

14. To appear and represent the **"PRINCIPAL"** before Registrar of Assurance , District Registrar, Sub Registrar, Additional Registrar, Metropolitan or Judicial Magistrate and /or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected all documents , instruments and writings executed by the said attorney by virtue of the Powers hereby conferred in respect of the Developer's Allocation only along with undivided proportionate share of land and common area and common parts.

15. To ask, demand, sue for, recover ,realize and collect all monies, earnest monies, considerations, construction cost, extras, deposits, charges for maintenance and or facilities provided in the **"SAID**

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PROPERTY", advances ,compensations , interests, damages, statutory levies and/or duties, payments whatsoever etc, which are or may be due, payable or recoverable from any person or persons ,firm or firms, organization or authority or authorities on any account whatsoever in the name as expressly agreed in the said **"DEVELOPMENT AGREEMENT"** and to give effectual receipts and discharges for the same.

16. To have the Developer's allocation or any part thereof to be separately assessed and muted in the name of the Owners/ purchasers/transferees/alliances thereof and in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority or authorities in such manner as the said attorney may deem fit and proper.

17. To appear and represent me before authorities of Kamarhati Municipality, KMDA, Fire Bridge, the authorized officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters)Act,1993,the competent Authority under Urban Land (Ceiling & Regulation) Act, 1976 , the Authorities under Town and Country (Planning and Development) Act,1979 , pollution control related authorities, Collector, District Magistrate , Insurance Authorities, Bank , Financial Institution, Civic Authorities, Police Authorities and other authorities and Government Departments and/or it's officer and also all other State Executives , Judicial or Quasi Judicial Body, Municipal and other Authorities and all private bodies and service providers and all other persons and also all Ld. Courts, Tribunals, Appellate Authorities and to do all acts , deeds and things as may in any way be found necessary or expedient by the said attorney.

18. For all or any of the purposes herein stated , to sign, execute, enter into, modify, cancel, alter, draw, rectify and/or register and/or give consent and confirmation to applications, bookings, receipts, cancellation, declarations, affidavits, forms, plans, receipts, undertakings , indemnities, objections, notices etc. and also to submit and take delivery of all title deeds concerning the **"SAID PROPERTY"** and others papers and documents as be required by the necessary authorities or as may in any way be found necessary or expedient by the said attorney and for registration or notarization to appear and present me before any Notary Public ,Registrar, Sub Registrar, Additional Registrar, District Registrar, Additional District Sub Registrar, Registrar of Assurance , Magistrate and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and registrar or have registered and perfected the same only with regard to the Developer's Allocation along with undivided proportionate share of land and common area and common parts.

19. To commence ,prosecute ,enforce, defend, answer and oppose all actions, suits, writs, appeals, revisions and other legal proceedings

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Partner

and demands concerning civil, criminal and revenue or whatsoever in nature and/or touching any of the matters herein stated in which the **"PRINCIPAL"** in any way or manner now is or may hereafter be interested or concerned and if brought fit to compromise, settle, refer to arbitration, to appoint arbitrator to settle disputes, abandon ,submit to judgment or become non suited in such action or proceedings as aforesaid before any Ld. Court , civil or Criminal or Revenue ,including any Tribunal, Collector, etc. without detrimental to the interest of the **"PRINCIPAL".**

20. To sign, declare, verify and /or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandam of appeal or any other documents or cause paper in any proceeding as the occasions shall require and /or as the said attorney may think fit and proper.

21. To accept notices, summons and services of papers from any Court, Tribunal, Postal authorities and /or other authorities and/or persons.

22. To receive or pay and/or deposit on behalf of and on account of me any Court fees, legal fees etc.

23. To receive , on behalf and account of me refund of excess amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.

24. For better and more effectually exercising the power and authorities as aforesaid, to retain ,appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.

25. To appoint and terminate the appointment from time to time any substitute or substitutes for exercising all or any of the authorities hereby conferred on the said attorney .

26. To amalgamate other adjacent property or properties for the better commercial exploitation of the "**SAID PROPERTY**"

AND GENERALLY to do all acts, deeds and things for better exercise of the authorities herein contained relating to the **"SAID PROPERTY"** or any part thereof which the **"PRINCIPAL"** itself could have lawfully done under it's own hand and seal, if personally present.

AND the **"PRINCIPAL"** doth hereby ratify and confirm and agree to ratify and confirm all and whatever our said attorney shall lawfully do or cause to be done in or about the **"SAID PROPERTY"**.

AND it is clarified that the said Attorney shall be entitled to execute and register agreement for sale or Deeds of Conveyance / Transfer in respect of any transferable area from the Developer's allocation in favor of intending purchaser/ transferees as the constituted attorney of the **"PRINCIPAL".**

MAA BHABATARINI UDYOG

Partner

AND it is further clarified that the terms and expressions used herein shall unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the said **"DEVELOPMENT AGREEMENT"**.

AND it is clarified that while exercising the powers and authorities hereby conferred on the said attorney , he shall not do any act, deed or thing which would go against the express provisions of or the spirit of the said **"DEVELOPMENT AGREEMENT"** and also that by executing this Power of Attorney, the **"PRINCIPAL "** shall not be absolved of any of it's obligations to be fulfilled by it under the said **"DEVELOPMENT AGREEMENT"** nor shall effect or prejudice any right or remedy of the Developer under the said **"DEVELOPMENT AGREEMENT"** which, but for the execution hereof , is or would be available to the **DEVELOPER**.

THE FIRST SCHEDULE ABOVE REFERRED TO :
[Description of the "SAID PROPERTY"]

ALL THAT PICE AND PARCLE bastu land admeasuring 0.0875 acre , be the same a little bit of more or less , presently lying and situated at premise no. 17 K.P Mukherjee Road , P.O : Dakshineswar , P.S : Belgharia , Kolkata – 700 076 , Dist. North 24 Parganas , West Bengal , India , comprised in Mouza – Dakshineswar , R.S Dag No. 556 , Plot No. 735 , present Khaitian Nos. 502 , 589 ,861 , 907 , 1571 and 2364 , J.L No. 4 , R.S No. 1 , present ward No. 12 and Holding No.559 of Kamarahati Municipality along with a old puca residential house building on and over the said property of above description covering an area of 900 (Nine Hundred) sq. feet. approximately which is butted and bounded as follows :-

ON THE NORTH : By 16' wide K.P Mukherjee Road.

ON THE SOUTH : By vacnt land of Sri. Shyamal Roy.

ON THE EAST : By property and house of Sri. Biswanath Samanta.

ON THE WEST : By property of Smt. Laxmi Ghosh.

MAA BHABATARINI UDYOG
Partner

IN WITNESS WHEREOF the Parties hereto in simple mind without any pressure and after read over and explain and hereunto set and subscribed their respective hands on this the 22nd day of April , 2019.

Signature of " PRINCIPAL"

1. Amit Chakraborty
28, Gihola Road
Kol-83

1. Debabrata Bhattacharya
[DEBABRATA BHATTACHARYA]

2. _____
[SANYUKTA BHATTACHARYA]

3. Minati Bhattacharya
[MINATI BHATTACHARYA]

4. Debasree Chatterjee
[DEBASREE CHATTERJEE]

2. Pinaki Chakraborty
10/2 SB Ray Chowdhury
Kol 83

5. Chandan Bhattacharjee
[CHANDAN BHATTACHARJEE]

Signature of Attorney

MAA BHABATARINI UDYOG
MAA BHABATARINI UDYOG

1. Sujan Sarkar
[SUJAN SARKAR]
MAA BHABATARINI UDYOG

2. Souvik Ghosh
Partner
[SOUVIK GHOSH]

Drafted by :
Partha Sarathi Datta
Partha Sarathi Datta
Advocate
High Court, Calcutta, Kolkata – 700 001.
F/695/2013

MAA BHABATARINI UDYOG
Souvik Ghosh
Partner

Addl. District Sub-Registrar
Baruipur, 24 Pgs. (N)

22 APR 2019