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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Whereas the documents
 admitted to registration. The
 signature sheet / sheets & the
 endorsement sheet / sheets
 attached with this document
 are the part of this document

Additional District Sub-Registrar
 Sedapur, North 24-Parganas

9 JAN 2018

**POWER OF ATTORNEY FOR
 DEVELOPMENT**

TO ALL TO WHOM THESE :

We, (1) **SRI PRADIP KUMAR GHOSH**, Son of Late Amulya Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 309 Gandhi Nagar, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114, **PAN no. A G N P G 4106 C.**

Sri Pradip Kumar Ghosh

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A
 Atokendu Bandyopadhyay
 Advocate

M/s. RELIABLE CONSTRUCTION

Satya Bank Smt

Partner

8
19.1.18.

S-1-20479/18

(2)

(2) **SRI MRITYUNJOY DEY**, Son of Late Sushil Chandra Dey, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 3no. Govt. Colony, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN no. AGQPD3378L**.

(3) **SRI SUMIT DAM**, Son of Late Sudhir Kumar Dam, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Bidhanpally, S.N.Road, P.O. Natagarh, P.S. Ghola, Dist- North 24 Parganas, Kolkata-700113, **PAN no. AKJPD7835P**.


(4) **SRI DILIP DAS**, Son of Late Netai Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Subhas Uddyan, 15no. Nilganj Road, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114, **PAN**

no. AGAPD4313K do hereby appoint, constitute and nominate "**M/S. RELIABLE CONSTRUCTION**" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, **PAN NO. AALFR2292N** hereby represented by its Partners:

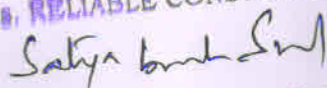
(1) **SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,

(2) **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(3) **SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,


Anand Bandyopadhyay

M/s. RELIABLE CONSTRUCTION Contd...3



Partner

(3)


(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

SEND GREETINGS:-

WHEREAS one Nirmal Kumar Bandyopadhyay (Son of Late Bhootnath Bandyopadhyay) had purchased all that an area measuring 27 Decimal out of which an area of 19 decimal comprised in R.S. Dag No. 83, appertaining to Khatian No. 247 and another one measuring 8 decimal, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza-Panihati, J.L No. 10, Re. Su. No. 32, Touzi No. 155, P.S. Khardah, Formerly A.D.S.R.O. Barrackpore now A.D.S.R.O. Sodepur, District- North 24 Parganas, within the local limits of Panihati Municipality, Ward No. 3, from his predecessor Bhutnath Bandyopadhyay, vide a registered Deed of Sale being No. 608, registered at the office of the then S.R. Barrackpore, recorded in Book No. I, Volume No. 7, Pages, from 223 to 226, for the year 1963.

AND WHEREAS the said Nirmal Kumar Bandyopadhyay as being the lawful and absolute owner of the aforesaid land he mutated his name in the office of Panihati Municipality and paid taxes, therein and constructed a one storey pucca dwelling house consisting of four rooms, toilets, kitchen, passage and varandah, standing thereon.

AND WHEREAS while has been enjoying the aforesaid land with building, said Nirmal Kumar Bandyopadhyay, sold, transferred, conveyed and assigned all that the area measuring 27 decimals, out of which an area of measuring


Mukesh Bandyopadhyay

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19 decimals, togetherwith a one storeyed dwelling house standing thereon, comprsed in Dag No. 83, appertaining to R.S. Khatian No. 247, and another one measuring 8 decimals, comprised in R.S. Dag No. 84, appertaining to R.S. Khatian No. 247, lying and situate at Mouza - Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah. A.D.S.R. Barrackpore, at present Sodepur, North 24 Parganas within the limits of Panihati Municipality, Ward No. 03, to the Panihati Co-operative Bank Ltd., vide a Bengali Deed of Sale, being No. 888, dated 22-02-1967, corresponding to 9th Falgun 1373, registered at the office of Registrar of Assurance, Calcutta.

AND WHEREAS on that date a Deed of Ekrarnama was executed by and between Nirmal Kumar Bandyopadhyay, as acceptor of Ekrarnama and The Panihati Co-operative Bank Ltd., as giver of ekrarnama, which was registered on 22-02-1967 registered at the office of Registrar of Assurance, Calcutta, being No. 890, recorded in Book No. I, Volume No. 38, for the year 1967 of the said Office, wherein it was stipulated that the acceptor of Ekrarnama paid off the entire mentioned consideration of the original deed of sale alongwith other expenses within a period of 3 years in such event the property would be re-conveyance unto the said acceptor. It be also mentioned that the said acceptor viz Nirmal Kumar Bandyopadhyay was allowed to keep the possession of the property mentioned in the schedule hereunder written.

AND WHEREAS it was further stipulated in the said Ekrarnama, that in the event of failure on the part of the acceptor to repay the amount of consideration alongwith other expenses to the giver of that Ekrarnama would retain


Alokesh Bandyopadhyay
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the right, title and interest absolutely in its favour and no claim or demand by the acceptor or any person through under him would be tenable at law.

AND WHEREAS the said acceptor failed to repay the consideration amount within the stipulated period which expired on 21-02-1970 A.D. and also by the necessary implication in law relating to limitation out, the absolute right, title and interest already vested upon the predecessor-in-title of the present owners/executants i.e. The Panihati Co-Operative Bank Ltd. who have every right to transfer such property by any legal means. Subsequently upon death of said Nirmal Kumar Bandyopadhyay, (the acceptor of the Ekrarnama), his wife, three daughters and one son as being the legal heirs retained the possession of the said landed property.

AND WHEREAS the said The Panihati Co-Operative Bank Ltd. being a bank and body corporate being governed by rules and regulations as being the Vendor sold out/ transferred all that the piece or parcel of land, measuring 19 decimal, classified as "Bastu" togetherwith a one storeyed dwelling house standing thereon, comprised in Dag No. 83, appertaining to R.S. Khatian No. 247, lying and situate at Mouza-Panihati, J.L. No. 10, Re. Su. No. 32, Touji No. 155, P.S. Khardah, A.D.S.R.O. Sodepur, North 24 Parganas, within the limits of Panihati Municipality, Ward No. 03 in favour of the present owners/executants hereof by executing a Deed of Conveyance wherein the lawful legal heirs of late Nirmal Kumar Bandyopadhyay i.e. his wife Smt. Anima Bandyopadhyay, three married daughters namely Smt. Sahana Mukherjee, Smt. Sharmila Chatterjee, Smt. Urmila Banerjee and one son Sri Debapriya Banerjee as being the Confirming Parties putting their signatures on the said Deed


Atokendu Bandyopadhyay
Advocate

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affirm and declare to divert their possession in favour of the present owners/executants hereof vide Deed no. 150105260, Executed on 28.07.2017 and Registered on 31.07.2017, Registered at the office of D.S.R.-I, North 24 Parganas, and the same was recorded in Book no. I, Vol. No. 1501-2017, page from 99249 to 99282, being no. 150105260, for the year 2017 and thereafter taking delivery of the Original Deed the vendor of the said Deed became aware that a typographical mistakes/discrepancies in the name of the purchaser namely Mrityunjoy Dey have crept inadvertently in the said Deed and the vendor further executed a Deed of Declaration on 16.01.2018 in favour of the purchaser which was Registered in the Office of D.S.R.-I, Barasat, North 24 Parganas on 17.01.2018 in Book No. IV, being no. 150100026 for the year 2018.

AND WHEREAS in the manner aforesaid the Land Owner/ Executants Nos. 1 to 4 hereof jointly became the lawful joint owners of 19 decimal of "Bastu" land i.e. 11Cottahs 8Chittaks of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto and the land owners hereof mutated their names in the Assessment Registrar of Panihati Municipality bearing Holding No. 79 Pathagar Road, under Ward no. 3 and the paying the relevant taxes to the authority concern and jointly enjoying the same without any interruption of others.

AND WHEREAS the Owners/Executants is now desirous of developing the said land by constructed Multi Storeyed building in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the Executants.

(7)

AND WHEREAS We the executants hereof have entered into a **Registered Development Agreement being no. 152400296/18** in Book no. I which was executed and Registered by us on **19th day of January, 2018** at the office of A.D.S.R. Sodepur, North 24 Parganas with the developer "**M/S. RELIABLE CONSTRUCTION**" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, hereby represented by its Partners:

- (1) SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,
- (2) SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,
- (3) SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,
- (4) SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, for construction of a Multistoried Building/Complex upon the said property consisting of several Numbers of Self Contained and independent Flats, Shop rooms, Godowns, Garages, Car Parking Space etc. on the terms, conditions and considerations mentioned in the said Agreement.


Alokendu Bandyopadhyay

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AND WHEREAS at the treaty of the said Agreement We have agreed to give a Power of Attorney in favour of the said Developers or as they may direct in order to enable them to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developers have requested us to grant the said power of Attorney in favour of them "**M/S. RELIABLE CONSTRUCTION**" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, which we hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that

We, **(1) SRI PRADIP KUMAR GHOSH**, Son of Late Amulya Kumar Ghosh, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 309 Gandhi Nagar, P.O.

(9)

Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114,

(2) SRI MRITYUNJOY DEY, Son of Late Sushil Chandra Dey, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 3no. Govt. Colony, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(3) SRI SUMIT DAM, Son of Late Sudhir Kumar Dam, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Bidhanpally, S.N.Road, P.O. Natagarh, P.S. Ghola, Dist- North 24 Parganas, Kolkata-700113,

(4) SRI DILIP DAS, Son of Late Netai Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Subhas Uddyan, 15no. Nilganj Road, P.O. Panihati, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700114, do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent us before the Panihati Municipality for amalgamating the separate Holdings into a single Holding by inserting our holding property and sign the relevant applications for that purpose on behalf of us AND to prepare plan on behalf of the Executants for development of the said property described in the Schedule hereunder and to submit the same to the Panihati Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.

2. To approach on behalf of Executants all the concerned authorities under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications, papers, writings, undertakings etc. as may be required and to carry on


Alokendu Bandyopadhyay
Advocate

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correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the said property.

3. To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property.
4. To supervise the development work in respect of Building on the said property and to carry out and/or to get carried out through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Panihati Municipality and other concerned authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Panihati Municipality, 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 in all Departments Municipality and/or Town Planning Department and other concerned authorities (in connection with the development of the said property).
6. To appear and represent us before and 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 Architects, R.C.C. Consultants, Contractors and other personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration moneys salaries and/or wages.
8. To pay various deposits to the Panihati Municipality and other concerned authorities as may be necessary for


Alokendu Bandyopadhyay

Advocate

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the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give and effectual receipts in our name and on our behalf in connection with the refund of such deposits.

- 9.** To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Panihati Municipality for the purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.
- 10.** To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Panihati Municipality a lease in respect of any portion of the said property for the purpose of enabling the Panihati Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./C.E.S.C. to put up and erect an electric Sub-Station for the supply of electricity to the said Buildings.
- 11.** To make necessary applications to the W.B.S.E.D.C.L./C.E.S.C. and other concerned authorities for obtaining electric power for the said property and the buildings constructed thereon.
- 12.** To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Panihati Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Panihati Municipality.
- 13.** To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.
- 14.** To apply for and obtaining water connection for the


Alokendra Bandyopadhyay
Advocate

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Buildings to be constructed on the said property and/ or occupation and Completion Certificate in respect of the said buildings or any part or parts thereof from Panihati Municipality and other concerned authorities.

15. To give such letters and writings and/or undertaking as may be required from time to time by the Panihati Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/ or completion Certificate in respect of the said building/s or any part or parts thereof.

16. To give necessary letters, writings and undertakings to the Panihati Municipality Fire Brigade Department for occupying the said building/s and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said buildings.

17. To approach the Panihati Municipality and all other concerned authorities for the purpose of obtaining release of any portions of the said property and/or structures thereon from reservation (if any).

18. To approach the Government of West Bengal in all its Departments including the B.L. & L.R.O. office as well as the Panihati Municipality for the purpose of mutation of the subject landed property and in all other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing Units thereon.

19. To do all other acts, deeds, matters and things in respect of the said property described in the Schedule hereunder written including to represent before and correspond with the Panihati


Alokendra Bandyopadhyay
Secretary

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