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4.2.16

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

যদি সরকার এবং সরকারী কর্মসূচি  
 পরিচালনা বা পরিচালনার  
 প্রয়োজন হলে সরকারী কর্মসূচি  
 পরিচালনা করবে এবং সরকারী  
 কর্মসূচি পরিচালনার  
 ক্ষমতা এই নথির  
 মাধ্যমে প্রদান করা হল।

U 919527

8-1-84545/16

**DEVELOPMENT POWER OF ATTORNEY**

Additional District Sub-Registrar  
 Sodepur, North 24-Parganas

04 MAR 2016

We, (1) **SHANTI DEY**, wife of Late Nagendra Nath Dey, (2)  
**SANTOSH KUMAR DEY**, son of Late Nagendra Nath Dey, (3)  
**CHAMELI DUTTA**, wife of Late Nikhil Dutta and daughter of Late  
 Nagendra Nath Dey, (4) **RUPA BOSE**, wife of Somnath Bose and daughter  
 of Late Nagendra Nath Dey, (5) **CHAITALI PAL**, wife of Prasenjit Pal,  
 daughter of Late Nagendra Nath Dey, all are by faith- Hindu, by  
 occupation No. 2 Service, and 1, 3, 4 and 5 Housewife, by nationality -  
 Indian and all are residing at 2, No. D. B Nagar, Sodepur, Kolkata-700 110,

SREE SAI CONSTRUCTION  
*Saamra Mondal*  
 Partner

P.O. - Sodepur, hereinafter called the **PRINCIPALS** (which term or expression shall unless, excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors administrators, legal representative and assigns) of the **ONE PART; SEND GREETINGS.**

**WHEREAS** we being the principles herein are the joint owners in respect of our **ALL THAT** bastu land measuring 3 Cottahs 2 Chittacks 23 sq.ft. with 100 sq.ft. kaccha structure at Mouza - Sodepur, J.L. No.8, E.P. No. 57, S.P. No. 228, C.S. No. 488, 486 (P), Ward No. 14, Holding No.33, and premises No. 3, D.B. Nagar under Panihati Municipality, P.S. Khardah, P.O.-Sodepur, District North 24 Parganas, which we have acquired by way of inheritance herein after referred to as the '**SAID PREMISES**'.

**AND WHEREAS** we have already entered into an agreement to developer our joint property by constructing a multistoried building at our said premises with the Developer "**SREE SAI CONSTRUCTION**" at No.2 Desh Bandhu Nagar, Iswar Chatterjee Road, P.O. - Sodepur, P.S. - Khardah, District 24 Parganas (N), Ward No.14, under the Panihati Municipality, represented by its partners viz (1) **SRI SUSANTA SADHUKHAN**, son of Sri Madan Mohan Sadhukhan, by faith - Hindu, by occupation- Business

and presently residing at 242/2E/H/3, A.P.C. Road, Kolkata - 700 014, (2) **SRI SAMAR MONDAL**, son of Late Jaydev Mondal, by faith - Hindu, by occupation- Business and presently residing at Sukchar Sasadhar Tarafdar Road, Kolkata-700 115, (3) **SRI DHARMENDRA PANDEY**, son of Late Laxmikanta Pandey, by faith - Hindu, by occupation- business, residing at Ichhapur, Uttar Paschim Para, Howrah- 711 104 AND (4) **SRI RITESH JAISWAL**, son of Deep Chand Jaiswal, by faith - Hindu, by occupation- Business, residing at 16, Balai Singha Lane, Kolkata - 700 009.

**AND WHEREAS** that we are desire to construct a multistoried building on our said plot of land mentioned in the Schedule hereunder but due to paucity of funds and lack of knowledge in construction we could not able to do the same and we have duly authorized the **DEVELOPER** herein to do the above work and for which we have already entered into a Development Agreement on 22.02.2016 with the **DEVELOPER** which was registered with the A.D.S.R. Sodepur North 24 Parganas and same was recorded in **Book No.I, Volume No. , Pages from to , being No. 1068 for the year 2016** and as such we do hereby constitute, nominate and appoint **"SREE SAI**

**CONSTRUCTION**" having its principal place of business at  
**"SREE SAI CONSTRUCTION"**, a partnership firm having its  
Principal place of business at No.2 Desh Bandhu Nagar Colony,  
Iswar Chatterjee Road, P.O. - Sodepur, P.S. - Khardah, District  
24 Parganas (N), Ward No.14 under the Panihati Municipality,  
represented by its partners viz. (1) **SRI SUSANTA SADHUKHAN**,  
son of Sri Madan Mohan Sadhukhan, by faith - Hindu, by  
occupation- Business and presently residing at 242/2E/H/3,  
A.P.C. Road, Kolkata - 700 014, (2) **SRI SAMAR MONDAL**, son  
of Late Jaydev Mondal, by faith - Hindu, by occupation-  
Business and presently residing at Sukchar Sasadhar Tarafdar  
Road, Kolkata - 700 115, (3) **SRI DHARMENDRA PANDEY**, son  
of Laxmikanta Pandey, by faith - Hindu, by occupation-  
business, residing at Ichhapur, Uttar Paschim Para, Howrah-  
711 104 AND (4) **SRI RITESH JAISWAL**, son of Deep Chand  
Jaiswal, by faith - Hindu, by occupation- Business, residing at  
16, Balai Singha Lane, Kolkata - 700 009, as our true and  
lawfully attorney in our name and on our behalf to do, execute  
and perform or cause to be done either jointly or individually  
the acts, deeds and things i.e. to say.

D/12/11/11

**NOW KNOW ALL MEN BY THESE PRESENTS** We, (1) **SHANTI DEY**, wife of Late Nagendra Nath Dey, (2) **SANTOSH KUMAR DEY**, son of Late Nagendra Nath Dey, (3) **CHAMELI DUTTA**, wife of Late Nikhil Dutta and daughter of Late Nagendra Nath Dey, (4) **RUPA BOSE**, wife of Somnath Bose and daughter of Late Nagendra Nath Dey, (5) **CHAITALI PAL**, wife of Prasenjit Pal, daughter of Late Nagendra Nath Dey, all are by faith - Hindu, by occupation No.2 Service, and 1,3,4 and 5 housewife, by nationality - Indian and all are residing at 2, No. DB Nagar, Sodepur, Kolkata - 700 110, P.O. - Sodepur, do hereby constitute and appoint "**SREE SAI CONSTRUCTION**", a partnership firm having its Principal place of business at No.2 Desh Bandhu Nagar Colony, Iswar Chatterjee Road, P.O. - Sodepur, P.S. - Khardah, District 24 Parganas (N), Ward No.14 under the Panihati Municipality, represented by its partners viz.

(1) **SRI SUSANTA SADHUKHAN**, son of Sri Madan Mohan Sadhukhan, by faith - Hindu, by occupation- Business and presently residing at 242/2E/H/3, A.P.C. Road, Kolkata - 700 014, (2) **SRI SAMAR MONDAL**, son of Late Jaydev Mondal, by faith - Hindu, by occupation- Business and presently residing at Sukchar Sasadhar Tarafdar Road, Kolkata - 700 115, (3) **SRI DHARMENDRA PANDEY**, son of Laxmikanta Pandey, by faith -

Hindu, by occupation- business, residing at Ichhapur, Uttar Paschim Para, Howrah- 711 104 AND (4) **SRI RITESH JAISWAL**, son of Deep Chand Jaiswal, by faith - Hindu, by occupation- Business, residing at 16, Balai Singha Lane, Kolkata - 700 009, as our true and lawful attorney in our name and on our behalf to do and execute and perform or cause to be done all the acts, deeds and things either jointly or individually i.e. to say.

1. To enter into (hold) and defend possessions of the said property and also to manage maintains and administers the said property in respect of our undivided share in the said premises or any part hereof for construction of a multi-storied building as agreed upon.
2. To sign, execute and submit all building plan, documents, statements, papers, undertakings, declarations and plan as may be required for having the sanctioned of a multistoried building as agreed upon.
3. To construct a multi storied building at the schedule mentioned property in accordance with the sanction building plan and to sell the portion under the allocation and deliver the

owner's allocation to us in accordance with the registered development agreement registered on 22.02.2016 being No 1068.

4. To represent us before the necessary authorities including Municipality, Kolkata Metropolitan Development Authority, Fire Brigade, Kolkata Police, West Bengal Police, and B.L. & L.R.O, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 and Government of West Bengal in connection with the sanction and modification and / or alteration of plan.

5. To pay fees, to prepare, sign & submit site plan, building plan, structural plan, modification and deposit the same for its sanction and such other orders and permissions from the necessary authorities as be expedient sanction/ modification and/or alteration of the site plan, building plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architect and other agents and Sub-Contractors for the aforesaid purpose and the said attorney shall think fit and proper.

6. To pay fees obtain sanction modification and such other orders and permissions from the necessary authorities as be expedient for sanction / modification and/ or alteration of the plans and also to submit and take delivery of the sanction plan concerning the said premises and other documents and as be required by the necessary authority or authorities, Panihati Municipality.

7. To receive the excess amount of fees, if any paid for the purpose of sanction / modification and/or alteration of the plans to any authority or authorities if required.

8. To develop the said premises by making construction of such type of building or buildings thereon as the said attorney plans and for that purpose to take down demolish and /or remove any house building and or structure of whatsoever nature on the premises.

9. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other connection of any other utility of the said premises and for that purpose to sign, execute AND submit all papers, applications, documents



and plan to do all other acts, deeds and things as may be deemed fit and proper by the said attorney, /

10. To apply for obtaining building materials from the concerned authorities for construction of the building on the said premises as aforesaid. /

11. To utilities or shift, or have connected the existing electricity connection if any in the premises 'in such matters as the said attorney may deem fit and proper. /

12. To pay all rates, taxes, charges expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof. /

13. To appear and, represent us before all authorities including those under the Municipality for fixation and/or Finalization, of the annual valuation in respect of our undivided share in the said premises or any part thereof and for that purpose to sign, execute and submit, act deeds and things as the said attorney may deemed fit and proper /

14. To negotiate with any person or persons, organization for sale of the flat in the proposed building on the said premises

under developer's allocation as the attorney shall think fit and proper except our allocated portion mentioned in the registered development agreement being No 1068 dated 22.02.2016.

15. To collect advance, part payment or full consideration from the intending purchaser or purchasers of aforesaid flats on our behalf as our said attorney shall think fit and proper except our allocated portion mentioned in the registered development agreement being No 1068 dated 22.02.2016 to advertise independent news papers and display hoardings in different plans, engage agency or agencies for selling of flats in any name as the said attorney shall think fit and proper.

16. To file and submit declaration, statements, application and/ or returns to the competent authorities or any other necessary authority or authorities in connection with the matter herein contained.

17. To commence prosecute, enforce, defend, answer and oppose actions other legal proceedings and demands touching any of the matters concerning the said premises or any part thereof including relating to acquisition and/or for requisition and/or in respect of the said estate and now or any hereinafter

be interested or connected and if think fit to act or proceeding as aforesaid before any Court Civil or revenue including the rent controller.

18. To receive compensation payable in respect of any acquisition and/or requisition of the said premises or any part thereof on behalf of the owners and deliver to them.

19. To sign, declare and/or affirm any plaint written statements petition, affidavit, verification, vakalatnama warrant of attorney, memo of appeal of any way connected herewith.

20. To deposit and with. draw, fees, documents and from any court or courts and/or other person or persons or authority and give valid receipt and discharge therefore.

21. To charges the said premises specifically for the allocated portion of the attorney and so that purpose to sign and execute all deeds, instruments and documents and to obtaining loans and financial accommodation from any bank, financial institution person or persons as the case, may be in such terms and conditions as the said attorney shall think fit and proper.

22. For all or any of the purpose herein before stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
23. To delegate such of the power as our said attorneys in their absolute discretion shall think fit and proper and upon such delegation the said power of attorney shall be deemed to have been granted by the owner in favour of the said delegate as the case may be.
24. To accept, receipt of the agreed sum being the consideration and to give effectual receipt thereof and to execute and delivery in our name and on our behalf necessary Deed of Conveyance or Deed of Lease or any other Deed in respect of the said premises and to present the same before, any concerned registering authority for getting the said deed or deeds registered.
25. To negotiate with any person or persons, organization for sale of the flat in the proposed building on the said premises as the attorney shall think fit and proper except our allocated portion mentioned in the registered development agreement being No 1068 dated 22.02.2016.

26. To collect advance, part payment or full consideration from the intending purchaser or purchasers of aforesaid flats on our behalf as our said attorney shall think fit and proper except our allocated portion mentioned in the registered development agreement being No 1068 dated 22.02.2016 to advertise independent" news papers and display hoardings in different plans, engage agency or agencies for selling of flats in any name as the said attorney shall think fit and proper.

27. To file and submit building plan, site plan & structural plan, pay fees, obtain sanction site plan, building plan, structural plan, modification and such other orders and permissions from the necessary authorities as be expedient sanction, modification and/or alteration of the site plan, building plans and also to submit and take delivery of the deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architect and other agents and Sub - Contractors for the aforesaid purpose, and the said attorney shall think fit and proper.

**AND GENERALLY** that as our attorney in relating to all matters touching our said land and building and on our behalf

to do all, instruments, acts matters and things as fully and effectually.

**AND** we do hereby ratify and confirm and agrees or undertake to ratify and confirm all the whatsoever our said attorney appointed under this power in that hereinabove contained shall lawfully do or cause to be done in the right of or by virtue of these presents including in such confirmation and other another works will be treated as we could do if we physically present.

#### **SCHEDULE OF THE PROPERTY**

**ALL THAT** bastu land measuring 3 Cottahs 2 Chittacks 23 sq.ft. situated at Mouza - Sodepur, J.L. No.8, E.P. No. 57, S.P. No. 228, C.S. & R.S. No. 488, 486 (P), Ward No. 14, Holding No.33, and premises No.2, D.B. Nagar under Panihati Municipality, P.S. Khardah, P.O.-Sodepur, District North 24 Parganas, butted and bounded as follows :-

<b>ON THE NORTH</b>	:	6' wide Road.
<b>ON THE SOUTH</b>	:	S.R. 257.
<b>ON THE EAST</b>	:	S/R 226 and 227
<b>ON THE WEST</b>	:	16' wide Road.

IN WITNESS WHEREOF I put my signature on this 4th day of

4/3, 2016

1. L.T.I of Santa Day (L.T.I of Santa Day by the pen of Santa Kum Day)

WITNESSES :-

- 1. Tejika Paul  
22 NO SERPENTINEKOPURBA BOSE  
KOL-22 Charitani Paul
- 2. Santa Kum Day  
6768107 43

2. PABU GHOSH  
Raja Road  
SUKERMA  
KOL-115

SIGNATURE OF THE EXECUTANTS

- 1) Susanta Ghosh
- 2) Samrat Mondal
- 3) Dhruvender Panigrahy
- 4) Ritesh Jaiswal

SIGNATURE OF THE CONSTITUTED ATTORNEY

Drafted by me:

*Pramathus Sarkar*

**(PRAMATHES SARKAR)**

Advocate  
High Court, Calcutta.  
Enrolment No. WB-833/1982

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