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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The Signature Sheet and endorsement sheets attached to the document are the part of the document.

Additional District Sub-Registrar
Cherpoore, Dum Dum, 24-Pol. (Nerita)

28 DEC 2017

DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT

BE IT KNOWN TO ALL CONCERNED that we (1) **SMT.DOLLY BANERJEE(PAN AWYPB 9908K)** Wife of Late Khemankar Banerjee by occupation Housewife, (2)**SRI DIPANKAR BANERJEE (PAN AGKPB 5391B)**, Son of Late Khemankar Banerjee , by faith – Hindu, by occupation –Service , by Nationality – Indian, both residing at 240, Sarat Bose Road P.O. Rabindra Nagar P.S. Dum Dum, Kolkata – 700065, (3) **SMT. SOMALI BHATTACHARJEE(PAN AYNPB 7975J)**Wife of Sri Manoj Bhattacharjee by faith – Hindu, by occupation – Service , by Nationality – Indian, both residing at 14/1, R.B.C. Road P.O. &P.S. Dum Dum, Kolkata – 700028 and (4) **SMT. SATI LAKSHMI GANGULY (PAN ADJPG 7543E)**, Wife of Sri Sasanka Sekhar Ganguly , by faith – Hindu, by occupation – Retired , by Nationality – Indian, residing at 11, Subhas Nagar Second Bye Lane, P.O. Rabindra Nagar , P.S. Dum Dum, Kolkata - 700065 hereinafter called as the “**LAND OWNERS**” has entered into a Registered Development Agreement, registered at Cossipore Dum Dum, for the year 2017, Being No. ~~1-10572~~ with **MUKHERJEE CONSTRUCTION**” a proprietorship firm having its office at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata —700065 being represented by its Proprietor **SRI SAMIR MUKHERJEE(PAN AELPM 1559H)** son of Late Nihar Ranjan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata -700065, in respect of our property mentioned in the Schedule hereunder for Development of the same by raising construction of Multi storied building in accordance with the building plan which to be approved by the South Dum Dum Municipality under certain terms and conditions mentioned in the said Agreement.

WHEREAS we are absolute owners of the plot of land measuring 4 Cottahs 12 Chittacks 33 Sq. ft more or less together with kancha structure measuring 200 sq. ft more or less at Mouza- Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No. 18, R.S. No. 161, Touzi No. 173, Khatian No. 590, Dag No. 526, Holding No.467 Sarat Bose Road Ward No. 6 under South Dum Dum Municipality within A.D.S.R. Cossipore Dum Dum details of which mentioned in the Schedule hereunder.

AND WHEREAS that in the said Agreement between us that we will hand over the vacant and peaceful possession of land to **MUKHERJEE CONSTRUCTION**” a proprietorship firm having its office at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata —700065 being represented by its Proprietor **SRI SAMIR MUKHERJEE(PAN AELPM 1559H)** son of Late Nihar Ranjan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra

Nagar, District North 24 Parganas, Kolkata -700065, will develop the land as mentioned hereunder by making construction of building as per sanctioned plan which will be approved by South Dum Dum Municipality and the total building except our allocation i.e. except the owners' allocation will be sold to the intending purchasers according to the choice of our said Developer .

AND WHEREAS we are sufficiently entitled to the said landed property as mentioned in the Schedule hereunder as we have absolute right and title and interest in the said property and also have absolute authority to appoint our Constituted Attorney to act on our behalf for Development as aforesaid in respect of under mentioned Schedule property.

AND WHEREAS we are engaged with our Business and also multifarious work, for our convenience it becomes necessary for us to appoint said **MUKHERJEE CONSTRUCTION**" a proprietorship firm having its office at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata —700065 being represented by its Proprietor **SRI SAMIR MUKHERJEE(PAN AELPM 1559H)** son of Late Nihar Ranjan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata -700065, as our Constituted Attorney to act on our behalf and to look after and to control all affairs in respect of the Schedule land as per terms and conditions to Agreement dated -

NOW YE BY THESE PRESENTS (1) SMT.DOLLY BANERJEE(PAN AWYPB 9908K) Wife of Late Khemankar Banerjee by occupation Housewife, (2)**SRI DIPANKAR BANERJEE (PAN AGKPB 5391B)**, Son of Late Khemankar Banerjee , by faith – Hindu, by occupation –Service , by Nationality – Indian, both residing at 240, Sarat Bose Road P.O. Rabindra Nagar P.S. Dum Dum, Kolkata – 700065, (3) **SMT. SOMALI BHATTACHARJEE(PAN AYNPB 7975J)**Wife of Sri Manoj Bhattacharjee by faith – Hindu, by occupation – Service , by Nationality – Indian, both residing at 14/1, R.B.C. Road P.O. &P.S. Dum Dum, Kolkata – 700028 and (4) **SMT. SATI LAKSHMI GANGULY (PAN ADJPG 7543E)**, Wife of Sri Sasanka Sekhar Ganguly , by faith – Hindu, by occupation – Retired , by Nationality – Indian, residing at 11, Subhas Nagar Second Bye Lane, P.O. Rabindra Nagar , P.S. Dum Dum, Kolkata - 700065 , do hereby appoint /authorize as our Lawful constituted Attorney **MUKHERJEE CONSTRUCTION**" a proprietorship firm having its office at 48, Sarat Bose Road, P.S. Dum Dum, P.O. Rabindra Nagar, District North 24 Parganas, Kolkata —700065 being represented by its Proprietor **SRI SAMIR MUKHERJEE(PAN AELPM 1559H)** son of Late Nihar Ranjan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48, Sarat Bose Road, P.S. Dum Dum, P.O.

Rabindra Nagar, District North 24 Parganas, Kolkata -700065, to act for our and in our names on our behalf and to execute, exercise and perform all and every acts, deeds, matters, things as mentioned hereinafter follows :-

1. To enter into hold and defend possession of the said land every part thereof and also to manage, maintain and administer the said land and every part thereof. To look after said and to control all the areas for the Development of said land and construction of a multi storied building thereon as per sanctioned Plan which to be approved by the concerned competent Authority.
2. To sign, execute and submit all development Plans, documents, statements, papers, undertaking declarations as may be required for necessary sanction, Modification and/or alteration of Development plans by the local Municipal and other appropriate authorities.
3. To appear and represent us before any necessary Authorities including the Calcutta Metropolitan Developments Authority, Fire Brigade, West Bengal Police, the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.
4. To pay fees, obtain sanction, modification and such other orders and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations of Development 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 for the aforesaid purpose as the said Attorney shall think fit and proper.
5. To receive the excess amount of fees, if any, paid for the purpose of sanction modification and/or alteration of the Development plans to any Authority or Authorities.
6. To develop the said premises by making construction of such type of building thereon as the said Attorney may deem fit and proper and for that purpose to take down, demolish and/or remove any house, building and/or structure of whatsoever nature on the said premises, if any as our said Attorney shall think fit and proper.

7. To apply for and obtain electricity, gas, water, sewerage drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein. If necessary and reconnection there after and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.
8. To apply for and obtain good quality building materials from the concerning Authorities for construction of the building on the said premises as aforesaid.
9. To utilize or shift or have connected the existing electricity connection if any in the said premises in such manner as the said Attorney may deem fit and proper.
10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof if any.
11. To appear and represent us before all Authorities for fixation and/or finalization of the normal Valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
12. To negotiate with others for sale of the Flat/Flats, Floors, in proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for us land owners as per agreement deed at any terms and conditions as the said Attorney shall think fit and proper.
13. To collect advance or part payment or full consideration from the intending purchasers of flats/along with the proportionate share of land on our behalf except the portions which will be kept reserved for us (land owners) as per said Agreement, and the said Attorney shall appropriate the sale-proceeds.
14. To advertise in different newspapers and display hoarding in different places, engage Agency or Agencies for selling of flats/along with the proportionate share of land in out/by them as the said Attorney shall think fit and proper.
15. To file and submit declaration, statements, application and/or returns to the competent Authority or any other necessary Authority or Authorities in connection with the matters herein contained.

16. To transfer, flats of the proposed buildings along with the proportionate share of land, which is lying there at the said allocated portion of the Developer represented by my Attorney at our premises or any part thereof on such terms and conditions as our said Attorney shall think fit and proper.
17. To take steps for Registration of Flats/Appurtenances/unit of the allocated portions of the Developer along with the proportionate share of land represented by our Attorney under the West Bengal Housing Co-operative Society Act or the Apartment Ownership Act or any other law or laws as the case may be.
18. To present any deed or deeds of sale conveyance, or conveyances of other documents for registration and when executed by them in our names and on our behalf the Addl. District Sub-Registrar and District Registrar, Registrar of Assurance having authority for and to have registered according to law and to do all other acts and deeds in respect of the aforesaid property to the said Developer or portion of it which my said attorney shall consider necessary for the transferring and/or conveying the said property or portion of it to such purchaser or purchasers as fully and effectually in all respect as we could do the same ourselves.
19. To conveyance present, enforce defend answer and oppose all actions and other legal proceedings in respect of the said premises or any part thereof including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said estate is now of any time hereinafter to interested or concerned and if think fit to compromise settle refer to Arbitration abandon submit to Judgment or become non-suited in any such action or proceeding or aforesaid before any Court Civil or Criminal, Revenue including the Rent Controller.
20. To file and defend suits, case, appeals and applications of whatsoever nature for and on our behalf or to be instituted preferred by or against any person or persons in respect of the said premises and also to present and proceeds writ applications in respect thereof.
21. To compromise suit appeals or other legal proceedings in any Court Tribunal or other Authority whatsoever and to sign and verify applications therefore.
22. To sign, declare and/or affirm any plant written, statements, petition, Affidavit, Verification, Vakalatnama, Warrant or Attorney, appeal or any other documents or papers in any proceedings or in any way connected therewith.

23. To deposit and withdraw fee documents and manage in and from any Court or Courts and/or any other person or persons or Authority and give valid receipts and discharge therefore.
24. To effect mutation of premises in the office of the collector and/or Municipal records and B.L. & L.R.O. to do all acts on our behalf at Mouza- Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No. 18, R.S. No. 161, Touzi No. 173, Khatian No. 590, Dag No. 526, Holding No.467 Sarat Bose Road Ward No. 6 under South Dum Dum Municipality within A.D.S.R. Cossipore Dum Dum which is fully described in the Schedule herein below.
25. To for all or any of the purpose hereinbefore stated to appear and represent us before all Authorities having jurisdiction and to sign, execute and submit plan, papers and documents and obtain the proposed/ revised plan building/site plan and to receive the completion Certificate from the Competent Authority.
26. To sign verify and file applications for execution of decree or order of any Court and to sign submit and obtain proposed/ revised Site/building plan from the Authority and to obtain the completion Certificate from the concerned Authority.
27. To withdraw and receive documents or money from any Court Office either in execution of decree or otherwise and to do all acts that may be necessary in connection with any of such case.

AND GENERALLY to act as our Attorney in relation to such matters touching our said land and building and on our behalf to do such instruments, acts, matters, Deed and things as fully and effectually we would do and personally present.

AND We, hereby ratify and confirm and agree or undertake ratify and confirm all the whatsoever our said Attorney appointed under this Power of Attorney in that hereinabove contained shall lawfully do or cause to be done in the right or by virtue of these presents including in such conditions and other works will be completion of the whole Deed/ Transaction as per the said Agreement dated-

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 12 Chittacks 33 Sq. ft more or less together with kancha structure measuring 200 sq. ft more or less at Mouza- Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No. 18, R.S. No. 161, Touzi No. 173, Khatian No. 590, Dag No. 526, Holding No.467 Sarat Bose Road Ward No. 6 under South Dum Dum Municipality within A.D.S.R. Cossipore Dum Dum, which is butted and bounded as follows:-

ON THE NORTH : By Nihar Ranjan Mukherjee

ON THE SOUTH : By Common passage there after Chanchal Chatterjee

ON THE EAST : By Road.

ON THE WEST : By Kali Prosad Basu .

IN WITNESS WHEREOF the Land-Owners have hereunto set and subscribed their hands on this 27TH day of December 2017.

SIGNED, SEALED & DELIVERED

In the presence of :

WITNESSES

1. Sarbani Mukherjee,
5, No. Kholishakata
Pally -
Behind Bharati Milan
club. Patrati. Kol-51.

2. Ashim Banerjee
Nimta, Kalyan

Dolly Banerjee

Dipankar Banerjee

Somali Bhattacharya

Gati Lakshmi Ganguly

SIGNATURE OF THE LAND-OWNERS

MUKHERJEE CONSTRUCTION

Sarnio Mukherjee

Proprietor

SIGNATURE OF THE ATTORNEY.

DEED PREPARED BY :

P. K. Bandyopadhyay,

P. K. BANDYOPADHYAY

Advocate

HIGH COURT, CAL - 1

F. No. - W.B. - 2653/99

Date of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2018, Page from 3061 to 3084
being No 150610616 for the year 2017.



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Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2018.01.02 14:57:16 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 02/01/2018 14:56:09
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)