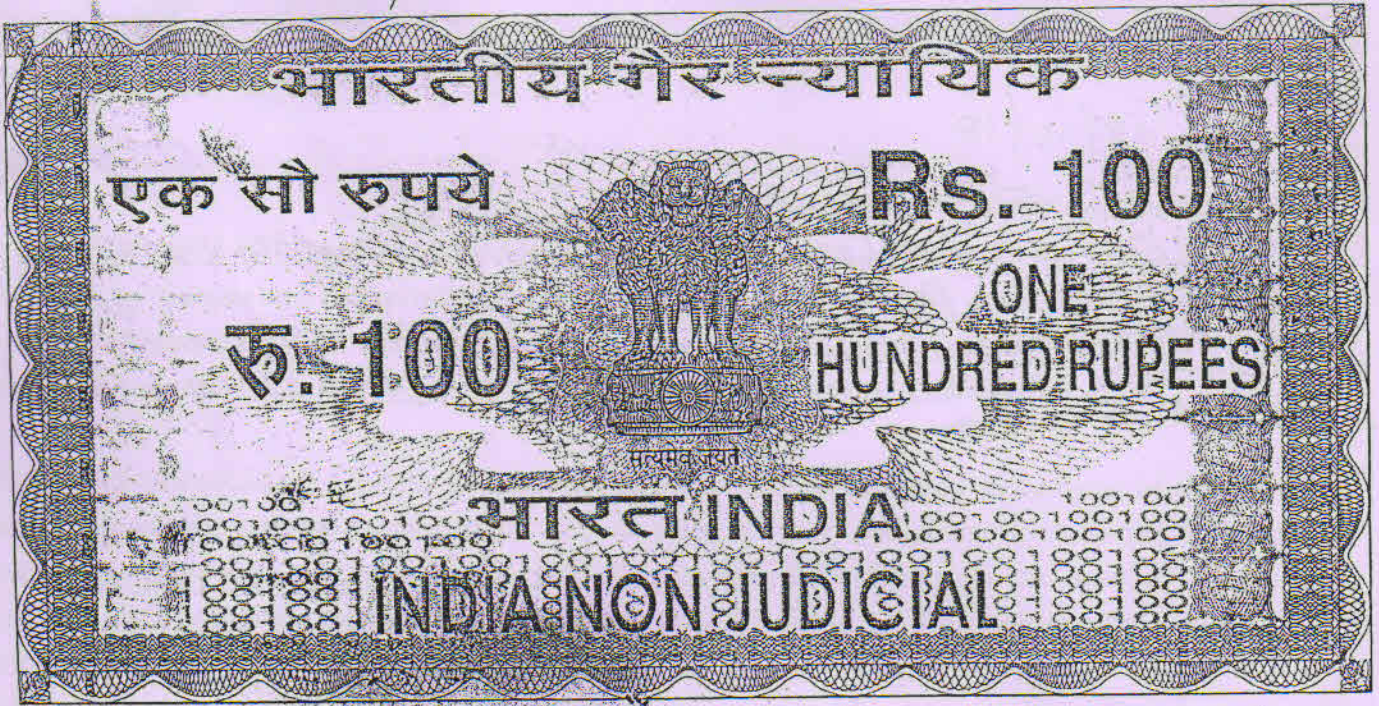


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Certified that documents submitted for registration. The signature sheet and the endorsement sheets attached with the document are the part of this document.

09.7.18  
 Addl District Sub Registrar  
 Barrackpore-24 Pgs (N)

09 JUL 2018

192217/18

Malati Malakar Ais. Malati Parri  
.. Modakar

**DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT**

**AGREEMENT** is made on this 09<sup>th</sup> day of July, in the year 2018 (two thousand eighteen) of the Christian era.

Contd.p/2



( 2 ) alias Malati Malakar

I, SMT MALATI RANI MALAKAR (PAN-DXOPM0703A) Wife of Late Manik Chandra Malakar, by occupation Housewife, by faith Hindu, nationality Indian, residing at 99 (75) "C" Road, Anandapuri, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122, hereinafter called the LAND OWNER do hereby SEND GREETINGS.

WHEREAS predecessor -in-title in interest one Haridas Babaji was the owner of the land measuring more or less 2 ( two) cottahs with building thereon comprised in C.S. dag No. 972 corresponding to R.S. Dag No. 76661, R.s. Khatian No. 3268 of Mouza Chanak, J.L. No. 4, R.S. No. 39, Touzi No. 2998, P.S. Titagarh, within the area of Barrackpore Municipality, District North 24 Parganas.

AND WHEREAS Shri Dhiraj Kumar Halder son of Aswani Kumar Halder purchased the said land with building from the said Haridas Babaji by a Sale Deed dated 28/04/1965 registered in the Barrackpore Sub -Registry office and recorded in Book No. 1, Volume No. 40, Pages 29 to 31, being No. 2433 for the year 1965.

AND WHEREAS during his possession and enjoyment of the said land measuring 2 ( two) cottahs with building thereon being Municipal Holding No. 74"C" Road, Anandapuri with ward No. 8 ( now 10) of Barrackpore Municipality, said Shri Dhiraj Kumar Halder sold transferred and conveyed the same to the present owner Smt Malati Rani Malakar, wife of Manik Chandra Malakar by a Bengali sale Deed dated 17/08/1973 registered in the Additional District Sub Registry office at Barrackpore, recorded in Book No. 1 Volume No. 58 pages from 71 to 74, being No. 3204, for the year 1973.

AND WHEREAS by way of purchase the present Land owner became the absolute owner of the land measuring 2 cottahs in C.S. Dag No. 972, corresponding to R.S. Dag No. 7661, R.S. Khatian No. 3268, Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality, being Holding No. 99(75) "C" Road, Anandapuri, ward No. New 10, District North 24 Parganas,

AND WHEREAS it is specifically stated that the singular number used in this Agreement shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

Contd.p/3

Malati Malakar Atris., Malati Rani Malakar



AND WHEREAS since then the land owners have been enjoying each and every part of the said premises absolutely free from all encumbrances, interference and disturbances of any other person or persons whatsoever nature etc .

AND WHEREAS each and every part of the said premises is free from all encumbrances , charges , liens , lispendent , attachments , trust , acquisition and /or requisitions etc whatsoever or howsoever nature and the land owners have good free and clear marketable title to the said premises with right to assign and transfer his title to the third parties .

AND WHEREAS That I, land owner herein entered into a Development Agreement / construction Agreement being No. (150503248) on 13<sup>th</sup> day of June , 2018 , written in Book No. 1, which was registered at Additional District Sub Registry office at Barrackpore , District North 24 Parganas . with "M/S Sark Construction" proprietorship firm having its principal office at 1/1 , Middle Road, P.O. Nocrachandanpukur , Barrackpore , P.S. Titagarh , Kolkata 700122, represented it proprietor Sri Aniruddha Ray , Son of Late Pralay Kumar Roy , by faith Hindu, nationality Indian , residing at 1/1 , Middle Road, P.O. Nocrachandanpukur , Barrackpore , P.S. Titagarh , Kolkata 700122 hereinafter referred to as DEVELOPER for construction of Multistoried building by developing my said land morefully particularly described in the schedule below .

AND WHEREAS the terms and conditions for construction of the said multistoried building and the sale of the said flats/shops/office spaces /garages thereof on the aforesaid premises has been set out in the said Development Agreement / construction Agreement being No. 1-150503248 on 13<sup>th</sup> day of June, 2018 , written in Book No. 1 which was registered at Additional District Sub Registry office at Barrackpore , District North 24 Parganas

AND WHEREAS to enable the said Firm to carry on the said construction and other allied and ancillary works on the said premises , I am the Land owner herein is desirous of appointing the said "M/S Sark Construction" a proprietorship firm ,as my true and lawful Attorney to do all such acts, deeds or things as are necessary for making construction works on the said premises and to sell the ownership flats/shops/office spaces /garages therein to the intending purchaser or purchaser .

KNOWN ALL MEN BY THIS POWER OF ATTORNEY that I am the Land owner herein , hereby hereunder nominate, constitute and appoint the said "M/S Sark Construction" a

Malati Malakar. Anis. Malati Rani Malakar.



( PAN-ADJPR7493N ) a proprietorship firm , having its registered place of business at 1/1, Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122 , being represented by its proprietor SRI ANIRUDDHA ROY , ( PAN-ADJPR7493N ) ,son of Sri Prolay Kumar Ray, by faith Hindu, by nationality Indian , by profession business , residing at 1/1, Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122 hereinafter referred to as the DEVELOPOER ( which term of expression shall unless otherwise excluded by or repugnant to the content or subject be deemed to mean and include the said proprietorship firm ,its proprietor and his heirs ,executors ,administrators ,legal representatives , assigns and /or nominees to be my true and lawful Attorney for me in my name and on my behalf to do act, perform , execute all or any of the several acts ,deeds ,powers authorities , matters and things ,that is to say :-

- 1) To enter in the said premises for taking necessary measurement ,making the plain and construction work of the proposed building thereon .
- 2) To prepare necessary plans of the proposed building to be constructed at its own costs and expenses on the said premises by an approved L.B.S and to submit the same to the Barrackpore Municipality for obtaining sanction and to sign all other papers and documents necessary for the aforesaid purpose .
- 3) To appear on our behalf before the Barrackpore Municipality ,Urban Land Ceiling Authorities , B.L & L.R.O and /or any other Government Authorities or Semi-Government Authorities for taking all necessary steps for commencing and completing the proposed construction work on the said premises .
- 4) To apply for cement , steel and other materials and appliances necessary for construction and to obtain Electric , Gas ,Telephone , Telex and water connection in respect of the said premises from the respective competent Authorities .
- 5) To appoint Engineer , L.B.S. constructor , Architects, Building surveyors, labour , to construct the said multi-storied building and to make payments to them.
- 6) To look after the general supervision and construction work of the multistoried building on the said premises .
- 7) To appoint , nominate and retain Advocates, Solicitors, pleaders, Revenue Agent and to revoke such appointment and retain or appoint others as occasion shall require.



- 8) To booking of flats , transfer of the covered space , grant, sign enter into acknowledge and execute such deeds, instruments, contracts, agreements, acts things as shall be required or deemed fit and proper in relation to all or any of the purposes, matters or objects in connection with the said premises ( except Land owner's allocation ) .
- 9) To negotiate and settle price and to receive earnest money from the intending purchaser/s upon execution of necessary Agreement(s) for sale .In addition to receive the balance of the consideration money ( i.e all installments) and/or other monies form them upon execution of the necessary Agreement for sale and to give valid receipt and discharge thereof in respect of developers share of allocation ( except Land owner's allocation ) .
- 10) To make , sign , affirm present and file all applications , claims ,petitions , written statements , building plan and all other papers and documents necessary and expedient in the opinion of the said Attorney to be made , signed , executed affirmed, presented or filled and to receive back such documents.
- 11) To allow and pay all fees , costs , expenses and charges to be allowed or paid in respect of the previously mentioned premises .
- 12) To take sale proceeds by issuing valid receipts thereof and appear before the Registering authority A.D.S.R. , D.S.R or ARA as the clause may for execution of the deed of conveyance or conveyances , Agreement for sale , Gift deed , rectification deed in respect of Developers share of allocation in terms of the Registered Agreement which was registered at the Additional District Sub Registry office Barrackpore and , written in book no. 1, recorded in Book no. 1, being no. 1505003248 dated on 09<sup>th</sup> day of June, 2018
- 13) To present documents for registration duly signed before the Registering authority A.D.S.R., , D.S.R or ARA for completion of registration of the Deed of conveyance/s save and except owner's allocation .
- 14) To state , adjust and settle all accounts , claims and demands whatsoever now pending and which may hereafter arise between us or our said Attorney .

AND GENERALLY to do , execute and perform any other act or acts , deed or deeds , matter or things whatsoever which in the opinion of our said Attorney ought to be done , executed and

Malati Malakar. Atty. Malati Rami Malakar.



performed in relation to our said premises or affairs ancillary or incidental thereto as fully and effectually , as we ourselves could do the same if we were personally present .

IN ADDITION, we hereby agree to ratify and confirm all acts ,deeds matters and things whatsoever our said Attorney shall lawfully do or cause to be done by virtue of this presents.

THE FIRST SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF ENTIRE PROPERTY )

ALL THAT a piece and parcel of a Bastu land measuring more or less 2 ( two ) Cottah together with 100 ( one hundred ) sq.ft tile shade kacha ghar , lying and situated at R.S. Khatian no. 3268, , C.S. Dag no. 972 corresponding to R.S. Dag no. 7661 ( seven thousand six hundred sixtyone ) , Mouza Chanak, J.L. no. 4, R.S. no. 39, Touzi no. 2998, P.S. Titagarh, within the jurisdiction of Sub-Registry office at Barrackpore and Barrackpore Municipality, ward no. 10 , District North 24 Parganas .Holding no. 99 (75) "C" Road Anandapuri , District North 24 Parganas , that said plot is butted and bounded by :

On the north : 14'ft "C" Road Anandapuri . On the South : P/o Prabitra Kumar Singha .

On the east : . P/o Binoy Bhusan Roy . On the west : H/o Sunil Kumar Chakraborty.

IN WITNESS WHEREOF the party , hereto has set and subscribed their respective hands on the day , month and year first written with sound health and mind in presence of the witnesses stated below .

WITNESSES

1) Maumita Sengupta .  
(100) 62/1, Karamoyee Road .  
P.O - Tolpukur, B.K.P, 700123 .

2) Sabyasachi Ghosh  
Advocate

Malati Malakar, A/S -

Malati Rami Malakar.  
SIGNATURE OF LAND OWNER

Anandha Roy  
SIGNATURE OF DEVELOPER

Drafted and prepared on the basis of  
The information furnished by the parties

Sabyasachi Ghosh  
(SABYASACHI GHOSH)  
Advocate , High Court Kolkata  
Reg no : F/915/651/98.

Computer type by  
Sumita Ghosh .  
B. K.P. Computer Centre , Kol 123

Registered in Book - I

Volume number 1505-2018, Page from 91282 to 91297

Deed No 150503265 for the year 2018.



Digitally signed by ASIS KUMAR DUTTA  
Date: 2018.07.11 17:45:43 +05:30  
Reason: Digital Signing of Deed.

Asis Kumar Dutta) 7/11/2018 5:45:31 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BARRACKPORE  
West Bengal.

(This document is digitally signed.)