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5053/19

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

1918/19

1-40

PR-2

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 030411

NO. 185109/2019.

DEVELOPMENT POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE (1) MRS. SAVITA DEVI SULTANIA (PAN- AJAPS3210R) (Mob- 9903505575), wife of Shri Binod Kumar Sultania, by religion Hindu, by occupation- Housewife, residing at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata- 700005 and (2) MRS. SUMAN DEVI SULTANIA (PAN- ALSPS6959H) (Mob- 9831681885), wife of Shri Kailash Sultania, by religion Hindu, by occupation- Housewife, residing at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata-700005.

Certified that the Document is a true copy of the original and the contents are correct.

10 AUG 2019

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SEND GREETINGS:

WHEREAS due to our inconvenience and pre-occupation, we are not in a position to look after, control, manage supervise and develop our said premises being "Plots No.11, 12 and 12A, in total measuring about 11 Cottahs 13 Chittaks 34 sq.ft more or less comprised in R.S. Dag No.596, R.S. No.115, R.S. Khatian No.49, J.L. No.5, Touzi No.172, Mouza- Kaikhali, P.S. Airport, District- North 24 Parganas (hereinafter referred to as the "said property") consisting of several self-contained residential flats/units/car parking spaces and for which we have decided to commercially exploit out the aforesaid property by constructing a new building thereon.

AND WHEREAS we have neither sufficient funds nor technical expertise and man power required for the purpose of pursuing with our above intention of commercial exploitation of the said property.

AND WHEREAS in order to fulfill our objectives, we have entered into and executed a registered agreement for development on 19th July, 2019 before Registrar of Assurances-I, Kolkata, recorded in Book No.I, Volume No. 1901-2019, pages from 215347 to 215398, being Deed No. 190104439 of 2019 with **M/S. J.J. DEVELOPERS (PAN- AANFJO300M)** a partnership firm registered under the Partnership Act, 1932, having its registered office at 1, B.K. Paul Avenue, P.O. Hatkhola, P.S. Jorabagan, Kolkata-700005, being duly represented by one of its partner Mr. Vaibhav Kumar Sultania, **(PAN- CNFPS9415M) (Mob- 9903505575)**, son of Binod Kumar Sultania, by religion Hindu, by occupation-Business, and for the development of the said property. We, as the principal, hereby appoint the said developer **M/s. J.J. Developers** our true and lawful attorney in our names and on our behalf to do the following acts, deeds, matters and things necessary and pertaining to the said property strictly in term of the development

agreement, description of which is more fully stated and particularly mentioned and described in the schedule hereunder written.

1. To sign, execute and obtain plan or plans, including modified, altered, revised, changed, amended and/or rectified, and all papers and documents in this regard with any authority of the Bidhannagar Municipal Corporation and Rajarhat Gopalpur Municipality, other statutory authority, public body or government, semi-government, undertaking, as the case may be and as may be necessary, deposit the building plan to the appropriate authority of the Bidhannagar Municipal Corporation by the signature or signatures of the attorney in our name and on our behalf and take delivery of the plan or plans and to make payments of all fees to the Bidhannagar Municipal Corporation or any other appropriate authorities concerning the same.
2. To take complete possession and retain possession of the said property for us and on our behalf for the purpose of undertaking complete construction and development of the proposed building thereat in terms of the said registered agreement for development on 19th July, 2019 before Registrar of Assurances-I, Kolkata, recorded in Book No.I, Volume No. 1901-2019, pages from 215347 to 215398, being Deed No. 190104439 of 2019.
3. To take step and proceed in compliance with such other statutory body or government bodies, local authorities, competent authority under the urban land (ceiling and regulation) Act, 1978, land acquisition collector, Bidhannagar Municipal Corporation, authority or any other authority as may be necessary and to sign and execute papers and documents before any authority as above for the purpose of clearance and/or sanction and/or exemption

certificate/completion certificate as our said appointed attorney may deem fit and proper.

4. To do all the things necessary for the purpose of mutation and/or assessment of the said property and sign papers and documents in our name and on our behalf.
5. To apply for cement, steel, brick, sard, stone-ships etc. required for the purpose of pursuing development work and/or construction at the said premises and to purchase necessary building materials required for the construction of the proposed building.
6. To appoint architects, engineers, contractors, masons, laborers, sub contractor, plumbers, electricians, supervisor, etc. for us and on our behalf for the purpose of pursuing development work and/or construction of the said property at the cost of the developer.
7. To negotiate on terms for and to enter in any agreement/s or contract/s with intending purchaser/s in the project as clearly mentioned in the said development agreement dated 19th July, 2019 before Registrar of Assurances-I, Kolkata, recorded in Book No.I, Volume No. 1901-2019, pages from 215347 to 215398, being Deed No. 190104439 of 2019.
8. To institute, defend and prosecute enforce or resist any suit or other actions and proceedings, appeals, in any Court of Law within the jurisdiction of the said property including criminal, revenue, civil and all or any other statutory authority and for which to execute warrant of attorney, Vakalatnama and other authorities, to act and plead, to appoint advocate/s, solicitors etc. and to sign and verify complaints, written statements, petitions and other pleadings including pleadings under Article 226 of constitution of India.

9. To appear, sign and execute and register, on our behalf, before Registrars and all other statutory authorities and to attend and appear and admit registration of any documents/deed of conveyance/agreement for sale in respect of all flats/units/commercial space as constructed over the said property.
10. To apply for and obtain sanction of electric-connection, water-connection, sewerage and drainage connection or any other connection related to the said property on our behalf and to sign all papers, forms, applications and/or documents related thereto and to pay for all the fees towards sanction of the same.
11. To take steps for collection of any refund from the Bidhannagar Municipal Corporation or any other authority or authorities as the case may be from time to time and to represent on our behalf concerning the said property.
12. To apply in our name and on our behalf before the concerned authority or other concerned or competent authorities for obtaining necessary permissions, no-objections, licenses, etc. as may be found necessary and/or expedient by our said attorney in respect of the power of the and/or authorities so being conferred upon him.
13. To appear and represent ourselves in all matters concerning the aforesaid property including appearance before the pollution control board, Airport Authorities, Income tax, sales tax, magistrates, fire brigade, concerned police authority or such other law enforcing statutory authorities or public authorities as may be required by our said attorney.
14. To submit declarations, statements, applications and/or returns of the concerned authorities if so required in respect of our property.

15. To settle, adjust compound, compromise or submit to arbitration of all actions, suits, accounts, claims and disputes if any, arising amongst ourselves and any other person or persons and to compound or compromise the same.
16. To concur in doing any one or more of the acts, deeds, and things hereinbefore mentioned in conjunction with any other person or persons without making us liable for any loss or damage on that account under any circumstances.
17. To apply and obtain occupancy certificate/completion certificate from the concerned Bidhannagar Municipal Corporation or any other concerning authorities.
18. To enter into any agreement for sale in respect of salable areas with any intending purchaser or purchasers and also receive the advance money or consideration money, in its name, thereof by way of cash, cheque, draft, etc and the same shall be distributed between the principal and the attorney equally @ 50% subject to compliance of the terms and conditions as mentioned in the said development agreement.
19. To receive from the intending purchaser or purchasers any earnest money, part or full and/or advance or advances and also the balance of purchase money by way of cash, cheque, draft, etc. and to issue good, valid receipt and discharge the purchaser or purchasers for the same.
20. To sign, execute any agreements, declaration/s, conveyance/s, sale deed/s, indenture/s, etc. including deed of gift of any portion/portions of the proposed building and for flats/units and the entire salable area on our behalf and as vendors' and to present such agreements, declaration/s, conveyance/s, sale deed/s, indenture/s, etc. including deed of gift for registration, to admit

execution and receipt of consideration before the additional district sub registrar, district registrar, registrar of assurances or registrar having the authority for and to have the said conveyance registered and to do all acts, deeds and things which our said attorney shall consider necessary for conveying salable areas to the said purchaser or purchasers as fully and effectually in all respect as we can do the same ourselves.

21. To apply for sign, execute, present, tender and submit documents and appear and obtain necessary clearance and/or permission from the concern authorities and submit the same to the bank and financial institution for the purpose of obtaining financial facilities against mortgaging the said property.
22. And we do hereby agree to ratify and confirm all and whatever other act or acts our said attorney shall lawfully do, execute or performed and cause to be done, executed or performed in connection with the said property under and by virtue of this deed.

SCHEDULE ABOVE REFERRED TO:

ALL THAT premises being "Plots No.11, 12 and 12A, in total measuring about 11 Cottahs 13 Chittaks 34 sq.ft more or less comprised in R.S. Dag No.596, R.S. No.115, R.S. Khatian No.49, J.L. No.5, Touzi No.172, Mouza-Kaikhali, P.S. Airport, District- North 24 Parganas consisting of several self-contained residential flats/units/car parking spaces and butted and bounded:

On the North	:	Common passage
On the South	:	BSF Colony
On the East	:	Shyam Sadan
On the West	:	Property of Sarda Devi Agarwal/Ashok Bajaj.

IN WITNESS WHEREOF we hereunto set and subscribed our respective hands on this the 19th day of July 2019.

SIGNED AND DELIVERED in the

Presence of:

WITNESSES:

1. *Dilip K. Patel, Advocate* *Sarita Devi Sultania*
(DILIP KUMAR RADEL) *Suman Sultania*
411, Red Cross Place, Kol-1
2. Goutam Das
130 D Swinhowala
Kol-42

Signature of the Principals

WITNESSES:

1. *Dilip K. Patel, Advocate*
2. Goutam Das


































We accept

Vaibhav Sultania
J. J. DEVELOPERS
PAC WORKER

Signature of the Attorney

Vineet Tibrewal
Drafted by:
Vineet Tibrewal,
Advocate (WB/670/2001)
6, Old Post Office Street,
Kolkata-700 001

SPECIMEN FORM FOR TEN FINGER PRINT

	<i>Santa Devi Sultania</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
	<i>Suman Sultania</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
	<i>Vaibhav Sultania</i>						
		Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
							
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					

25603

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27 MAY 2019
C.M.M's Court,
2, Bankshall Street, Kol-1



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19 AUG 2019



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