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D-10039/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 263455

Certified that the document is admitted to registration. The signature sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
31 AUG 2018

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY is made on thisday of

AUGUST TWENTY THOUSAND AND EIGHTEEN

23/8/18
6-40
D-228262/18

23rd

BY (1) SRI DAYAL GHOSH(PAN NO.ANZPG1850C) son of late Nandalal Ghosh , by faith - Hindu, By occupation - business residing at Rekjoani Ghoshpara, under Police station - Rajarhat, Rajarhat,Kolkata - 700135 in the District of North 24 Parganas,hereinafter called the **LANDOWNER/EXECUTANT** do hereby and hereunder nominate, appoint and constitute **PIONEER ENTERPRISE (PAN NO.AAWFP1724C)**a Partnership Firm with its Principal Office of business at village - Bhatenda West, under Police Station - Rajarhat, Post Office - Rajarhat,Kolkata - 700135 in the district of north 24 Parganas represented by Authorized Partners namely **(1) SRI SHOVEN NASKAR(ADAPN2900R)** son of late Gopiballav Naskar residing at RD 4/4, Raghunathpur, Police Station - Baguiati,Post Office - Raghunathpur, Kolkata - 700059 in the district of north 24 Parganas **(2) SRI BILASH CHANDRA DAS(PAN NO. AJNPD4793P)** son of Ganesh Chandra Das residing at BF- 6/1, Rajarhat Road, Police Station - Rajarhat,Post Office - Rajarhat, Kolkata - 700059,in the district of north 24 Parganas being the Developer herein,hereinafter called the **GENERAL ATTORNEY HOLDER**, as my true and lawful constituted **ATTORNEYS** for me, in my name and on my behalf, to do and execute and

perform or cause to be done, executed and preformed all or any of the acts, deeds and things hereunder written.

WHEREAS I am the exclusive and absolute owner and seized and possessed of otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bagan land containing by measurement of an area of 03(Three) Chittaks 09(Nine) Sq.Ft. of of bagan land under L.R Dag no. 217, L.R Khatian no.4086 and 02 Cottahs 36 Sq. Ft. of Bagan Land under L.R Dag no. 229, L.R Khatian no. 4086, 03(Three) Cottahs 07(Chittaks) 16(Sixteen) Sq.Ft. of bagan land under L.R Dag no. 217, L.R Khatian no.4086 **TOTAL BAGAN LAND 05(Five) Cottahs 11(Eleven) Chittaks 16(Sixteen) Sq. ft.** be the same a little more or less including all easement rights lying and situate at under Mouza - Bhatenda, Touzi no. 2998, J.L.no. 28, R.S. NO. 50 comprised in R.S Dag no. 217,229, R.S Khatian no. 173,304 L.R Dag no. - 217,229, L.R.Khatian no. - 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupur 1 no. Gram Panchayet, in the District of North 24 Parganas hereinafter referred to as "**PLOT OF LAND**" more fully and particularly described in the **Schedule - "A"** hereunder written.

AND WHEREAS by a Development Agreement dated 7th day of August 2018 signed, executed and registered by me as myself of the First Part and **PIONEER ENTERPRISE** a Partnership Firm with its Principal Office of

business at village – Bhatenda West, under Police Station – Rajarhat, Post Office – Rajarhat, Kolkata – 700059 in the district of north 24 parganas of the second part therein, thereafter referred to and called as “**DEVELOPER**” on the terms and conditions stipulated therein.

AND WHEREAS the said developer agreed to develop the said plot of land by constructing a G+4 storied building with in units/flats/garages/shops/spaces etc. for residential/commercial purpose only with the object of selling such units/flats/garages/shops/spaces etc. of the developer’s allocation only at their own cost and expenses only.

AND WHEREAS in pursuance of the said development agreement, I have handed over the vacant possession of the said property to the developer and now the developer are in lawful possession of the said plot of land.

AND WHEREAS due to unable for not giving proper representation to be required before different Authorities whether Public or Private for getting permissions/approvals etc. whether written or otherwise for execution and implementation of the Development Work expedite and smoothly, I have agreed to appoint the aforesaid attorneys to represent myself in my name and on my behalf to do, execute and perform all my acts, things and deeds hereunder written.

NOW THE GENERAL POWER OF ATTORNEY WITNESSTH AS UNDER :

1. To develop and sell (developer's share of allocation only) the building consisting of units/flats/garages/shops/spaces etc. for residential/commercial purpose in the said property.
2. To look after and manage the said property to all intent and purposes in such manner as my said attorney/attorneys shall think fit and proper in relation to the development of the said plot of land.
3. To apply for permission /exemption from competent authority and /or any other authority /authorities under the provision of urban land(ceiling and regulation) act1976 (for brevity ULC&R) and for the permission and/or sanction for development of the said property under the provision of ULC&R act and for that purpose to make any declarations, signs form in my names and on my behalf as my attorney(s) shall deem fit and proper also to appear before appellate authorities under the said ULOC&R act and /or state government in connection with the permission for transfer of the said plot of land as also the development of the said plot of land as aforesaid and generally do various acts deeds matters and things connected with the matter relating to ULC&R ACT in the manner my said attorney(s) may deem fit and proper and conducive in connection with all matters pertaining to unban land ceiling clearance.

4. To make and prepare and /or caused to made and prepared at their entire cost all such lay out, plans, specifications, design and/or any alterations in the existing plan s and /or specification s as may be necessary required and advisable at the discretion of my said attorney(s) for the purpose of construction the building on the said plot of land to Rajarhat Bishnupur 1 no. Gram Panchayet and to engage the services of any Architect engineer consultant or any other person as may be necessary or advisable at the discretion of my said attorney(s) and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the` proposed building sanctioned by the said authority.
5. To pay and discharge all taxes, rates and assessments, charges deductions, expenses and all other payments and outgoing whatsoever due and payable or which may hereafter become due and payable for or on account of the said Schedule - A Plot of land from the date of the of agreement onwards.
6. To commence, carry out and complete and/or cause to be commenced and completed, construction work at their entire cost on the said plot of land in accordance with the sanctioned plans and specifications

and so far as any construction work is concerned , to see that all applicable rules and regulations, which are made by Rajarhat Bisnupur 1 no. Gram Panchyet and/or town planning authorities and/or any competent authority for the time being are strictly observed.

7. To appoint, engineers, artchitects,surveyors, supervisors, care-taker, masons, carpenter, plumbers Mistries, coolies, Labouerers, durwans, and all other persons required for the constructions supervision and all other works in connection with the said multi-storied building in the aid property at such wages, remunerations, fees or other payments and on terms and conditions as my said Attorneys shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
8. To apply to appropriate authority for cement, steel or other materials required for construction of the said multi-storied building and to purchase the same at such price and to enter into agreement, contract on such terms and conditions as my said Attorneys shall think fit and proper.
9. To pay and caused to be paid municipal rates and taxes and other outgoings and impositions payable in respect of the said property during the construction of the said multi-storied building.

10. To invite contractor/s for the purpose of the construction of the building or any part thereof on the said plot of land , to accept such contractor and such consideration as on such terms and conditions as the said attorney(s) may in their absolute discretion deem fit ,to give the construction contract to such person as my said attorney may deem fit and proper and to enter into an agreement with the said contractor on such terms and conditions as stipulated therein for the purpose of the construction of the project.
11. To apply for and obtain the occupation and/or completion certificate s in respect of the building to be constructed and completed on the said Schedule - A plot of land.
12. To deal with the assessment department of the Rajarhat Bisnupur 1 no. Gram Panchayet and to get the assessment from the Rajarhat Bisnupur 1 no. Gram Panchayet of the Schedule - A Property.
13. To appear and represent us before any and /all concerned authorities and parties as may be necessarily required and/or advisable in the sole discretion of the said attorney for or in connection with the development of the said property and to make such agreement arrived at such arrangement as may be conducive for the development work and completing the same.

14. To empower on my behalf and in my name to represent my interest before the Land Record Authorities, Collectors of Land Revenue and Assessor of Rajarhat Bisnupur 1 no. Gram Panchayet rates and taxes , Town Planning Authority , Panchayat Commissioner and Other Officers for the grant of licenses or permits or for any other purpose or renewal thereof as may be necessary under any Panchayet Rules , regulations or by laws and also to appear before any public or govt. officers or other authorities whosoever.
15. To apply for refund of deposit made or to be made with the Rajarhat Bisnupur 1 no. Gram Panchayet, West Bengal State Electricity Board and Other Concerned Authority and to receive the said refunds.
16. To appoint, nominate , engage Solicitors, Advocates, Income Tax Practitioners, Architects, Surveyors Engineers , Contractors, Sub-Contractors and Other Professional Agents and to sign and give vakalatnama in their favour from time to time and to revoke their appointment and pay their remuneration including special fees and charges .
17. To make sign and submit applications, petitions, letters and writing appeals, etc. to Appropriate Govt. Dept. Local Authority and/or Other Competent Authority under the Urban Land (C&R) Act

- 1976 or any Other Law or any Other Authority for all and any license permissions exemptions, sanctions, and consents required by any law or otherwise in connection with the management , improvements and development of the said property.
18. To sign declarations as may be required under section 269 UC of the Income Tax Act , 1961 and Application under section 230 A (I) of Income tax act , 1961 and to appear before the any Tax Authority on our behalf to do all the acts , deeds , matters necessary for obtaining Certificates under the Income Tax Act 1961.
19. To sign, transfer form, document and writing for transferring the property in the record of the government or Rajarhat Bisnupur 1 no. Gram Panchayet and Other Public Authority and to do all Other acts in connection therewith.
20. To cause necessary building plans and specifications to be prepared for construction of a multi-storied building in the said premises as per the West Bengal Municipal Building rules and regulation stipulated therein in respect of such construction and to sign on all such necessary application, paper, building plan or plans and specifications including revised or new plans and to submit the same and to observe and perform all the formalities and obligations thereto.

21. To approach all Concerned Authorities under the Urban Land(Ceiling and Regulation) Act 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purposes to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any other authority made under the provisions of the said act.
22. To approach,appear,represent and carry on correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Departments, Gram Panchayat, Town Planning Departments , Police Authority and Other Concerned Authorities in connection with the development, construction, sale of apartments and management thereof.
23. To enter upon the land and premises with men and materials and to do all things necessary for demolition of existing structures and constructing the multi-storied building and to apply and obtain from the authorities concerned permits for cement, steel and other materials, water supply, electricity connection and all other things necessary for carrying out the said construction work.

24. To apply for connections and to deal with the correspondence with the WBSEB for obtaining electric connection including execution thereof and also obtaining water connection from Panchayet or other authority and to execute the necessary applications, papers, documents for installation of such electrical equipments for the supply to the entire apartments/buildings and to install Transformer, Separate Meters for each flat/unit/shop/garage for development.
25. To apply for and obtain from Government Departments and Panchayet, no objection Certificate, Permission, or Sanctioned Building Plan or Plans for carrying out the construction of the said buildings, completion thereof, exemption certificate, completion certificate and occupation certificate in respect of the said multi-storied building/apartments.
26. To advertise in the newspaper for the sale of the Unit/flats/garages/spaces etc. on the Schedule - A plot of land hereunder written.
27. To enter into agreements for sale with the prospective purchasers of the flats/garages/spaces/shops to be constructed at the said premises on and for such price and consideration and upon such terms and conditions as the said attorneys shall deem fit and proper and/or to cancel and/or repudiate the same of such

residential/commercial flats/garages/spaces etc. and to receive earnest money and/or advance or advances and also the balance of purchase money in respect thereof and to give good valid receipt and discharge for the same.

28. Upon such receipts as aforesaid in my name and as my act and deed to sign, execute and deliver any agreements, contracts, sale deeds or conveyances of the said flats/garages/spaces/shops in favour of the intended purchaser or purchasers or his nominee or assignee.
29. To sign and execute all necessary agreements, contracts, sale deeds or conveyances and related documents and writings in respect of all flats/garages/spaces/shops in the said multi-storied building except the owners' share of allocation allocated in the said registered development agreement dated 7th day of august 2018 to be erected and constructed in the said property in favour of different intending buyers of the said flats/garages/spaces/shops in such form and consisting of such covenants and conditions and at such price or consideration money as my said Attorneys shall think and proper.
30. To sign and execute all other deeds ,instruments and assurances which my said attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may be

required for fully and effectually conveying the said property as I could do myself if personally present.

31. To execute and present necessary Agreements, Contracts and Sale Deeds or Conveyances and Other related Documents and Writings for Registration, to admit execution and receipt of consideration before the Registrar/Sub- Registrar having Authority for and to have the said Agreements, Contracts and Sale Deeds or Conveyances and Other related Documents and Writings Registered in accordance with provision of law and to do all acts, deeds and things which my said attorneys shall consider necessary for conveying the said flats/garages/spaces/shops to the intending purchaser/purchasers as fully and effectually in all respects as I could do the same myself.
32. To negotiate and arrange for the alternative accommodation if necessary and to assure me to give possession as per owner's allocation stipulated in the Registered Development Agreement dated 7th day of August 2018 in the said multi-storied building when constructed on such terms and conditions as the said Attorneys may think appropriate.
33. To sign and verify and execute all pleadings, affidavits, petitions, representations applications, appeals, revision, review

petitions in connection with any suit, proceedings, appeal, revision, and review, before any officer, authority, court, tribunal, magistrate or any other person for and on my behalf.

34. To do execute and perform all such assurances acts, deeds, matters and things that may be expedient or found necessary for completion of the sale of various flats/garages/spaces/shops of the said developers allocation in the said multi-storied building as effectually as I could do if I were present on person.
35. To file objection and to apply for Compensation before the Appropriate Authority of the State Govt. or Central Govt. in case of Acquisition or Requisition of the Schedule - A land hereunder written on which the said multi-storied building or any part thereof and to appoint advocate, solicitor and lawyers and to receive all compensation and statutory allowances and to grant receipts for the same.
36. To make representation of the owners before Appropriate Authority of the State Govt. and of its Officers relating to the said Schedule - C property.
37. To sign and acknowledge all registered letters parcels and to receive delivery thereof.

38. I hereby agree to ratify and confirm all and whatever other act or acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the Schedule - A Property under and by virtue of these presents hereunder conferred upon and I hereby declare that I shall not do anything inconsistent with this power of Attorney.

SCHEDULE - "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by measurement of an area of **03(Three) Chittaks 19(Nine) Sq.Ft. of of bagan land under L.R Dag no. 217, L.R Khatian no.4086 AND 02 Cottahs 26 Sq. Ft. of Bagan Land under L.R Dag no. 229, L.R Khatian no. 4086 AND 03(three) cottahs 07(seven) chittaks 16(sixteen) sq. Bagan Land under L.R Dag no. 217, L.R Khatian no.4086 TOTAL BAGAN LAND 05(FIVE) COTTAHS 11(ELEVEN) CHITAKS 16(SIXTEEN) SQ.FT.** of Bagan land proposed to be used as Bastu be the same a little more or less including all easement rights lying and situate at under **Mouza - Bhatenda**, Touzi no. 2998, J.L.no. 28, R.S. NO. 50, comprised in R.S Dag no. 217,229 R.S Khatian no. 173,304, L.R Dag no. - 217,229, L.R.Khatian no. - 4086 under **Police Station - Rajarhat**, within the jurisdiction of **Rajarhat Bishnupur 1 no. Gram**

Panchayet in the **District of North 24 Parganas** Which is butted and bounded by:-

- On the North** -by the premises of Sujit Sarkar.
- On the East** - by 10 ft. wide common passage.
- On the South** - by Manashi Apartment.
- On the West** - by Panchayet Road.

IN WITNESSETH WHEREOF I the aforesaid **OWNER/EXECUTANT** have executed these presents at Kolkata on ^{23rd} day of August 2018.

SIGNED AND DELIVERED BY
THE SAID DAYAL GHOSH
BEING THE LANDOWNER/EXECUTANT HEREIN
AT KOLKATA THIS ON ^{23rd} **DAY OF AUGUST 2018.**

In presence of witnesses:

Debasish Ghosh.
s/o, Bimal Kanti Ghosh.
POpps - Rajarhat.
Vill - Bhatenda (w)
Kol - 700135

Dayal Ghosh.
(SIGNATURE OF LANDOWNER/EXECUTANT)

SIGNED, SEALED AND ACCEPTED BY
THE SAID PIONEER ENTERPRISE REPRESENTED
BY SHOVEN NASKAR AND BILASH CHANDRA DAS
BEING THE ATTORNEYS HEREIN
AT KOLKATA THIS ON ^{23rd} **DAY OF AUGUST 2018.**

M/s. PIONEER ENTERPRISE
Shoven Naskar.
Partner

In presence of witnesses:

Sanjib Deb Nath
c/o - 288, Chandibari
Kolkata W, Kol - 102.

M/s. PIONEER ENTERPRISE
Bilash Das
Partner
(SIGNATURE OF ATTORNEYS)

DRAFT PREPARED BY:

Susim Kumar Kar.

Susim Kumar Kar - Advocate High Court Calcutta.

Enrl. No. F/1694/2008


































PREPARED BY:

Biswajit Saha.

(Biswajit Saha)

103 A.K.Mukherjee Road, Kolkata - 90.

Specimen Form For Ten Fingerprints

Sl. No.	Signature of the Executives/Presentants	Little	Ring	Middle	Fore	Thumb
 <i>Dayal Singh</i>	(Left Hand)					
						
	(Right Hand)					
						
	 <i>Shome Narayan</i>	(Left Hand)				
						
(Right Hand)						
						
 <i>Bishu Das</i>		(Left Hand)				
						
	(Right Hand)					
						

M/s. PIONEER ENTERPRISE
Shome Narayan
 Partner

M/s. PIONEER ENTERPRISE
Bishu Das
 Partner

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নং _____ তার _____

ক্রোতার নাম _____

স্টাম্প ভেডার স্বাক্ষর _____

বিধান নগর (সেন্ট্রেল সিটি) এ. ডি. এস. অফিস _____

মোট স্টাম্প ক্রয় তা _____

চালান নং _____ মোট কত টাকা খরিস _____

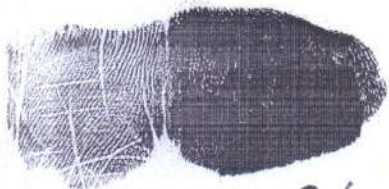
টেকাবী বাবাকপুর ভেডার-মিতা দত্ত

Pioneer Enter Prmise
 Bhakomder
 P.S. Ray or her

08 AUG 2018

880000

- Dayal Ghosh



6072

- Dayal Ghosh



6070

- Shonar Das



6071

Bilash Das



Debarish Ghosh
 S/o. Bimal Kanti Ghosh
 PO+PS - Rajarhat
 Kol - 700135
 Prof. business.

Additional District Sub-Registrar
 Rajarhat, New Town, North 24 Parganas

23 AUG 2018
~~24 AUG 2018~~