

**DEVELOPMENT POWER  
OF  
ATTORNEY**

**PRINCIPALS : SMT. SARAJU MONDAL & 2 OTHERS**

**ATTORNEY : M/S. PINNACLE PRIME PROJECTS**

**Drafted by : -**

**MR. KALIPADA CHARAN**

**Advocate.**

**Bar Association, Sealdah Court Complex**

**2<sup>nd</sup> Floor, Room No. 201**

**Kolkata - 700 014**



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Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

R 629247

*[Signature]*  
Additional-District Sub Registrar  
Sealdah

**GENERAL POWER OF ATTORNEY AFTER REGISTRATION  
OF DEVELOPMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS** We, (1) **SMT. SARAJU MONDAL** (having PAN BUZPM6112P), wife of Sri Samarendra Nath Mondal, by faith - Hindu, by nationality - Indian, by occupation - Housewife, presently residing at Premises No.6/1C, Radhanath Chowdhury Road, Police Station - Entally, Kolkata - 700015, (2) **SMT. KAVITA MALHOTRA**, (having PAN AFVPM3473K), wife of Late Subhas Chand Malhotra, by faith - Hindu, by nationality - Indian, by occupation - Housewife and (3) **SMT. NEERA MALHOTRA** (having PAN AFAPM5366E), wife of Sri Sushil Malhotra, by nationality - Indian, by occupation - Housewife, both presently residing at Premises No. 6/1C, Radhanath Chowdhury Road, Police Station - Entally, Kolkata - 700 015, **SEND GREETINGS**



NO. 7522 value 100/-  
Date 22/01/2014 K. P. Charan  
Scriber ..... Advocate  
Address .....  
Vendor ..... Sealdah Court,  
Sealdah Civil Court (ALOKA MUKHERJEE) (K-1-A)



Identified by:  
Debasis Das  
Law Clerk  
Sealdah Court  
Kolkata - 700014

A. D. S. R. SEALDAH  
21 MAR 2014  
Dist. - South 24 Parganas

**WHEREAS** We, the Principals herein are the absolute owners to the extent of undivided respective share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 6 Cottahs 3 Chittaks 28 Sq.ft (416.597 M<sup>2</sup> ) more or less alongwith 100 years old structure standing thereon measuring about 3800 Sq. ft. being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough - VII in the District of South 24 Parganas particularly mentioned and described in the Schedule - "A" hereunder written and hereinafter referred to as the '**said Property**'.

**AND WHEREAS** by virtue of a Development Agreement on 21.03.2014 duly registered in the office of the Additional District Sub Registrar at Sealdah in Book No.1, Being No. 00895 for the year 2014 by us as the Owners of the One Part and **M/S PINNACLE PRIME PROJECTS**, a Partnership firm, having its office at Premises No. 40, Mahendra Sreemany Street, P.S - Amherst Street, Kolkata - 700 009 being represented by its Partners (1) **SRI SUBHENDU DEY**, son of Sri Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700 006 and (2) **SRI MOHIT BERIWALA**, son of Sri Brij Gopal Beriwala, residing at Premises No.167, Chittaranjan Avenue, Kolkata - 700 007, as the Developer of the Other Part, We have agreed to develop the said Property more particularly mentioned and described in the Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.

**AND WHEREAS** at the treaty of the said agreement We have agreed to give General Power of Attorney in favour of **SRI SUBHENDU DEY**, one of the partners of **M/S PINNACLE PRIME PROJECTS**, in order to enable them to get the Building Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority and to do all other acts, deeds and things in relation to the development of the said Property.

Ref  
Subhendu



**AND WHEREAS** the Developer has requested us to grant the said Power of Attorney in favour of the said Developer which we hereby done and executed by these presents.

**NOW KNOW YOU AND THESE PRESENTS WITNESSETH** that We do hereby nominate, constitute and appoint **SRI SUBHENDU DEY**, son of Sri Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700 006 to be our true and lawful constituted Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To hold, occupy, defend possession of the said Property or any part or parts thereof on behalf of us as our said Attorney may deem fit and proper after receiving the possession of the same from us.
2. To sign all papers regarding mutation of our below schedule property before the authority of K.M.C and pay all rents, tax on our behalf to the authority concerned and / or The Kolkata Municipal Corporation, to sign all papers regarding CIT, SURVEY, boundary declaration, K.M.C gift, K.M.C passage declaration and to represent us and collect certificates from the said authorities, to execute and sign the building plan on our behalf in the office of The Kolkata Municipal Corporation and represent us and receive sanction building plan and other relevant documents and certificates, to sign all papers regarding Drainage connection, Sewerage connection, water connection, electric meter connection and represent us before the relevant authorities and received all sanctioned plans, certificates and other relevant papers, to sign any affidavit, government revenue seresta in respect of our property and to sign all application, forms, affidavit and to appear before the concern authority for assessment of our building.
3. To enter upon the said Property or any part or parts thereof either alone or alongwith others for the purpose of commencing construction work on the said Property and for that purpose to demolish the existing structures

standing thereon comprised in the said Property and erecting new building thereon.

4. To supervise the development work in respect of the building on the said Property and to carry out and/or to get carried out through Contractors or Sub-Contractors and/or in such manner as may be determined by the said Attorney, to erect the construction of the building on the said Property in accordance with the plan and specifications to be sanctioned by the Kolkata Municipal Corporation and other concerned authorities and in accordance with all the applicable rules and regulations made by the Government of West Bengal, Kolkata Municipal Corporation, Town Planning Authorities, Police Authorities, Fire Fighting authorities, CMDA, Urban land ceiling authorities and/or other concerned authorities in that behalf for the time being.
5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and in all its Departments, Kolkata Municipal Corporation and/or Town Planning Department and other concerned authorities in connection with the development of the said Property.
6. To appear and represent us before all concerned authorities and parties as may be necessary in connection with the development of the said Property as aforesaid.
7. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Property as also construction of building thereon and to pay their fees, consideration moneys, salaries and/ or wages.
8. To pay various deposits to the Kolkata Municipal Corporation as may be necessary for the purpose of carrying out the development work on the said Property and construction of the building thereon and to claim refund of such deposits so paid by the Attorney and to give valid and effectual receipts



in our names and on our behalf in connection with the refund of such deposits.

9. To approach the officers of the Kolkata Municipal Corporation for the purpose of obtaining various permissions and other service connections including water connection for carrying out and completing the development of the said Property and construction of building thereon and also to obtain water connection and service connection to the building to be constructed.
10. To make necessary representations including filing of complaints and appeals before the Assessor and Collector of Kolkata Municipal Corporation and other concerned authorities in regard to the fixation of ratable value in respect of the building on the said Property and/or any portion thereof by the Assessor and Collector of Kolkata Municipal Corporation.
11. To sign all papers and apply from time to time for modifications of the Building Plan in respect of the building to be constructed on the said Property.
12. To sign all papers and apply for and obtaining permission for water connection, electric meter connection, drainage connection, lift installation certificate for the building to be constructed on the said Property, to sign all papers and represent us for obtaining Completion Certificate in respect of the said building or any part or parts thereof from the Kolkata Municipal Corporation and other concerned authorities.
13. To give such letters and writings and/or undertakings as may be required from time to time by the Kolkata Municipal Corporation and/or other concerned authorities for the purpose of carrying out the development work in respect of the said Property as also in respect of the construction work of the said building thereon and also for obtaining Occupation and / or Completion Certificate in respect of the said building or any part or parts thereof.

14. To give necessary letters, writings and undertaking to the Kolkata Municipal Corporation, Fire Brigade Department for occupying the said building and / or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said building.
15. To do all other acts, deeds, matters and things in respect of the said Property described in the Schedule hereunder written including to represent before and correspond with the Kolkata Municipal Corporation and other concerned authorities for any of the matters relating to the sanctioning of the plan for the construction of the proposed building to be carried out on the said Property and any other matters pertaining to the said Property.
16. To hold and defend possession, manage and maintain the said Property and the said proposed new building or any part or parts thereof from time to time and conduct all correspondence relating to the said Property with any person or persons authority or authorities.
18. To enter into Agreement or Agreements for Sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in land and the building to be constructed including undivided impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation particularly mentioned & described in the Schedule 'B' hereunder written to any intending Purchaser or Purchasers at such price which the said Attorney in **his** absolute discretion think fit and proper and/ or to cancel and / or repudiate the same save and except the allocation of the Owners particularly mentioned and described in the Schedule 'C' hereunder written.
19. To receive from the intending Purchaser or Purchasers full consideration money and/or any earnest money and/or advance or advances and also the balance of consideration money at or before the completion of such sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in the land and the building to be constructed including undivided impartible proportionate



share or interest in all common areas pertaining to the Developer's Allocation particularly mentioned and described in the Schedule 'B' hereunder written and to give good, valid receipt and discharge for the same which will protect the Purchaser or Purchasers without seeing the application of the money.

20. Upon such receipt as aforesaid in our names and as our act and deed to sign, execute and deliver any Conveyance or Conveyances in relation to the Developer's Allocation in favour of the said Purchaser or Purchasers or his / her / their nominees or assignees.
21. To sign and execute all other deeds, instruments and assurances which he will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the Developer's Allocation or any part or parts thereof as we could do ourselves.
22. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which the said Attorney shall consider necessary for conveying the Developer's Allocation including undivided proportionate share of land particularly mentioned and described in the Schedule 'B' hereunder written or any part or parts thereof to the said Purchaser or Purchasers as fully and effectually in all respect as We could do the same ourselves.
23. To insure the property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short circuits, bursting of gas cylinders, floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the said building and other assets and lives therein as the said Attorney may think fit and proper.
24. To ask, receive and realize from all Occupiers or Purchasers of flats, units, shops, car parking spaces and other areas, charges, expenses, rates, cesses