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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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 ...admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

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POWER OF ATTORNEY FOR DEVELOPMENT

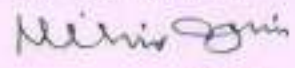
North 24 Parganas District Sub-Registrar
 Sodepur, North 24-Parganas
 7 SEP 2018

TO ALL TO WHOM THESE :

We, **1. SRI TAPAN KUMAR CHAKRABORTY** (PAN no. **AMEPC2016Q**), Son of Late Parimal Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation - Retired, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

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 Atanabr Bandopadhyay
 Attorney

M/s APEX REALTY

 Partner

(2)

2. SRI SAIBAL CHAKRABORTY (PAN no. AUMPC8603M), Son of Late Dharendra Nath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

3. SMT. MANJUSREE CHAKRABORTY (PAN no. BDAPC3617H), Wife of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

4. SMT. MITHU CHOUDHURY (PAN no. AWVPC5284F), Wife of Sri Alok Choudhury, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 68, East Kaptepara Road, Bhatpara, P.O. Shyamnagar, P.S. Jagaddal, Dist. North 24 Parganas, PIN-743127,

5. SMT. MAMATA CHAKRABARTI (PAN no. BUOPC9505K), Wife of Sri Subrata Chakrabarti, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 4 Asutosh Saroni, Durgapur Ramchandrapur, Samabaypalli, P.O. Durgapur, P.S. Nischinda, Dist. Howrah, PIN-711205 do hereby conjointly appoint, constitute and nominate "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No. AAWFA9689B**, hereby represented by its Partners:

(1) SRI BISWANATH DAS, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by occupation-Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(2) SRI MIHIR GUIN, Son of Late Siddheswar Guin by Nationality-Indian, by Religion-Hindu, by occupation-Business,

Alokendra Bandyopadhyay

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M/S APEX REALTY

Mihir Guin

Partner

(3)

residing at: Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(3) SRI SWAPAN DAS, Son of Late Foudi Das, by Nationality - Indian, by Religion-Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) SRI SUBHANKAR BISWAS, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

SEND GREETINGS:-

WHEREAS Originally one Saila Bala Devi (Chakraborty), Wife of Late Manohar Chakraborty have got a plot of land measuring an area more or less 04 Cotthas 08 Chittaks 16 Sq.ft. within Mouza - Sukchar, J.L. no. - 9, Touzi no. - 156, Re. Su. No.- 14, comprised and contained in R.S. Dag no. 623, under R.S. Khatian no. 648, from her husband Sri Manohar Chakraborty (Son of Late Madhusudan Chakraborty) by virtue of a Registered Deed of Gift, being no. 1511, which was executed and Registered on 09.02.1955 at the Office of S.R, Barrackpore, and the same was recorded in Book no. I, Volume no. 24, noted within the pages from 124 to 126, Being no. 1511, for the year 1955 and she also recorded her name in the R.S. Record of Right, being R.S. Dag No. 623/705, under R.S. Khatian No. 648 and mutated her name in the Assessment Registrar of Khardah Municipality and enjoying the same by paying relevant rents and taxes to the authority concern regularly.

AND WHEREAS the said Saila Bala Devi during her lifetime executed and registered a Deed of family Settlement in favour of her three sons namely Sri Parimal Chakraborty, Sri Dhirendranath Chakraborty, Sri Debendranath Chakraborty and

M/s APEX REALTY
Hein Singh
Partner


(4)

two grand son namely Sri Saibal Chakraborty, Sri Sekhar Chakraborty (Both sons of Sri Dhirendranath Chakraborty) by making clear distribution and settlement her aforesaid landed property amongst the beneficiaries of the family Settlement Deed. The said Deed of family Settlement had registered in the Office of A.D.S.R. at Barrackpore, recorded into Book no. - I, Volume no. - 70 , written in pages from 205 to 214 , Being no. 3683, for the year 1987.

AND WHEREAS that thereafter one of the beneficiaries of the above Settlement Deed by name Dhirendra Nath Chakraborty, son of Late Saila Bala Devi unfortunately died intestate on 06.04.1990 and after the death of Dhirendra Nath Chakraborty his two sons 1) Sri Sekhar Chakraborty and 2) Sri Saibal Chakraborty jointly became the legitimate claimants in respect of the Estate of deceased Saila Bala Devi as per the terms of the said Deed of Settlement.

AND WHEREAS That thereafter said Saila Bala Devi died intestate on 18.08.1990 and after her death the said Settlement Deed became acted upon all the beneficiaries and according to the said Settlement Deed Sri Sekhar Chakraborty and Sri Saibal Chakraborty two sons of Late Dhirendra Nath Chakraborty, jointly owned and acquired absolutely a plot of land marked as Plot no. B, containing an area measuring more or less 13 Chittaks 25 Sq.ft. with structure standing thereon and also they jointly owned and acquired Plot no. - A+B+C with the other two beneficiaries by name 1) Parimal Chakraborty and 2) Debendra Nath Chakraborty in equal share marked and shown in the annexed plan of the said Settlement Deed containing an areas measuring more or less 01 Cottah 01 Chittaks 21 Square feet.

AND WHEREAS During seized and possessed absolutely the above plot no- B containing with land measuring more or less


Alakendra Bandyopadhyay

Advocate

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M/S APEX REALTY

Partner

Partner

(5)

13Chittaks 25Sq.ft. and jointly with the other two beneficiaries by name Sri Parimal Chakraborty, since deceased and Sri Debendra Nath Chakraborty in respect of plot no. - A+B+C , containing with land measuring more or less 01 Cottah 01 Chittaks 21 Square feet having each undivided 1/3rd share or portion of land e.g. said Sri Sekhar Chakraborty and Sri Saibal Chakraborty jointly got a share of undivided land measuring 262 square feet or 5 Chittaks 37 Square feet out of the said plot no. "A+B+C" and Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty having each share of undivided area of land measuring 262 Square feet.

AND WHEREAS By the forgoing event and facts said Sri Sekhar Chakraborty and Sri Saibal Chakraborty jointly became the Lawful Owners in respect of total land admeasuring 1 Cottah 03 Chittaks 17 Square feet (13Chittaks 25Sqft + 5Chittaks 37Sqft.), having each undivided share of land measuring more or less 09 Chittaks 31 square feet.

AND WHEREAS Thereafter abovenamed Sri Sekhar Chakraborty with love and affection gifted and transferred his undivided share of land measuring more or less 09 Chittaks 31 square feet unto his full blooded brother Sri Saibal Chakraborty through a registered Deed of Gift executed on 26th day of March 2016, registered and recorded in the Office of A.D.S.R. at Sodepur, entered into Book no. I , CD Volume no. - 1524-2016, Written in pages from 59889 to 59910, Being no.- 152401842, for the year 2016.

AND WHEREAS That by the above Deed of Gift and by the law of inheritance Sri Saibal Chakraborty became the absolute Owner in respect of land 01 Cottah 03 Chittaks 17 Square feet lying and situates at 198/61, Branch Panchanantala Road, within the Khardah Municipality, P.O. Sukchar, Police Station - Khardah, Kolkata-700115, in the District of 24-Parganas (North).


Alokendra Bandopadhyay
Advocate

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AND WHEREAS That after the death of Salla Bala Devi the said Settlement Deed became acted upon the all beneficiaries of Settlement Deed and according to the said Settlement Deed one of the beneficiaries i.e. son of Late Salla Bala Devi by name Sri Parimal Chakraborty owned acquired solely Plot - "A" and another beneficiaries Son of late Salla Bala Devi by name Sri Debendra Nath Chakraborty owned acquired solely Plot - "C" and Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty they jointly also owned and acquired another Plot. - "A+C". in the said Settlement Deed The area of Plot - A , Plot - C and Plot A+C collectvely has defined total measurement as 02 Cotthas 09 Chittaks 15 Square feet.

AND WHEREAS That by the aforesaid manner Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty jointly became the Owners in respect of land measuring 02 Cotthas 09 Chittaks 15 Square feet, having each equal undivided 1/2 half share of land i.e. measuring more or less 930 Square feet of land.

AND WHEREAS That in pursuant to the said Settlement Deed out of aforesaid Plot vide Plot no. A+B+C. Sri Parimal Chakraborty, since deceased got a share of land of undivided land measurng 262 square feet.

AND WHEREAS in pursuant to the above family Settlement Deed it is clear that Sri Parimal Chakraborty, since deceased was the Owner in respect of undivided share of land total admeasuring 1192 Square feet (930 Square feet + 262 square feet), and similarly Sri Debendra Nath Chakraborty also became the Owner in respect of land measuring more or less 1192 square feet (930 Square feet + 262 square feet) lying and situated within the Municipal Holding no. 198/61 (Old holding no. - 61), Branch Panchanantala Road, P.O. Sukchar of Khardah Municipality.

AND WHEREAS that while seized and possessed the above said land measuring more or less 1192 Square feet by said

Alokendu Bandyopadhyay

Advocate

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M/s. APEX REALTY
Partners
Himanshu

(7)

Parimal Chakraborty died intestate on 04.02.2003 leaving behind him surviving his wife i) Smt. Renu Chakraborty @ Renubala Chakraborty, only son ii) Sri Tapan Kumar Chakraborty, the Owner/Executant no. 1 herein and only daughter iii) Shipra Bhattacharya since deceased, Wife of Sri Ashok Bhattacharya and according to the Hindu Succession Act all the legal heirs and successors of said Parimal Chakraborty became the joint owners in respect of land measuring more or less 1192 Square feet having each 1/3rd share of land i.e. each having undivided share of land measuring more or less 397.33 Square feet,

AND WHEREAS that by the foregoing facts and events Smt. Renu Chakraborty @ Renubala Chakraborty, became the owner in respect of land measuring more or less 397.33 Square feet solely and subsequently the said Shipra Bhattacharya died intestate on 14.06.1996 leaving behind her husband by name Sri Ashok Bhattacharya and only son Sri Anirban Bhattacharya as her legal heirs and successors and according to Hindu Succession Act. the said Sri Ashok Bhattacharya and Sri Anirban Bhattacharya jointly are the lawful Owners in respect of land measuring more or less 397.33 Square feet,

AND WHEREAS thereafter said Smt. Renu Chakraborty @ Renubala Chakraborty, Sri Anirban Bhattacharya and Sri Ashok Bhattacharya jointly with love and affection duly gifted and transferred their undivided total land measuring more or less 794.66 Square feet unto Sri Tapan Kumar Chakraborty through two separate registered Deed of Gift, out of which one Deed of Gift was registered on 30th day of March 2016 in the Office of A.D.S.R. at Sodepur recorded into Book no. I, CD Volume no. 1524-2016, written in pages from 57301 to 57327, Being no. 152401934, for the year 2016 AND another Deed of Gift which was executed on 20.09.2018 and registered on 25.09.2018 in the Office of A.D.S.R. at Sodepur recorded into Book no. I, Being no. 152405638, for the year 2018.

M/s APEX REALTY
Nirina Ghosh
Partner

Atokendu Banitayopadhyay

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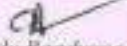
(8)

AND WHEREAS By the aforesaid two separate Deed of Gift and by way of law of inheritance said Tapan Chakraborty, the Owner/ Executant no. 1 herein, became the absolute Owner in respect of land measuring more or less 1192 Square feet be the same and/ or little more or less 1Cottah 10Chittaks 22Square feet.

AND WHEREAS in the foregoing events Sri Debendra Nath Chakraborty, Sri Tapan Kumar Chakraborty (the Owner/ Executant no. 1 herein) and Sri Saibal Chakraborty (the Owner/ Executant no. 2 herein), do hereby indemnify that they are now lawfully and absolutely seized, possessed and hold the title of the entire land admeasuring total 3256Square feet (1192 Sq.ft. + 1192 Sq.ft. + 872 Sq.ft.) be the same and/or little more or less 04 Cottahs 08 Chittaks 16 Square feet more or less lying at Mouza-Sukchar, corresponding to municipal holding number 198/61, (old holding no. 61) Branch Panchanantala Road, within the Khardah Municipality, P.O. Sukchar, Police Station - Khardah, Kolkata - 700115, in the District of 24-Parganas (North).

AND WHEREAS the said Debendra Nath Chakraborty while has been enjoying the actual physical possession on the said plot of land and building with his co-sharer he died intestate on 20.01.2018 leaving behind him his wife namely SMT. MANJUSREE CHAKRABORTY (the Owner/Executant no. 3 hereof) and two daughters namely SMT. MITHU CHOUDHURY & SMT. MAMATA CHAKRABARTI (the Owner/Executant no. 4 & 5 hereof), as his surviving legal heirs and successors.

Thus the land Owner/Executants no. 3 to 5 hereof i.e. the Wife & Daughters of deceased Debendra Nath Chakraborty as above named inherited the said 1Cottah 10Chittaks 22Sq.ft. of land i.e. 1192Sq.ft. of landed property left by Debendranath Chakraborty as undivided 1/3rd Share in each part as the Class-I legal heirs, as per the Law of Hindu Succession Act. 1956.


Alokendu Bandyopadhyay

Advocate

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M/s APEX REALTY
Partner


(9)

AND WHEREAS in the manner aforesaid the present Owner/ Executants hereof have been jointly possessing the said 04 Cottahs 08 Chittks 16 Square feet of land togetherwith a residential building standing thereon peacefully, quietly and without any interruption of others and have been jointly possessing and enjoying the said landed property by exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property and as joint owners thereof paying the relevant rent taxes regularly.

AND WHEREAS the Executants are now desirous of developing the said land by constructed Multi Storeyed building (G+4) in accordance with the plan sanctioned by the Khardah Municipality and look for a responsible and reputed Developer/ Promoter who will be able to develop the properties in conjunction with the Executants.

AND WHEREAS WE the executants hereof have entered into a **Registered Development Agreement being no. 152405664** in **Book no. I**, which was executed by us and Registered on **27th day of September, 2018** at the office of A.D.S.R.O. Sodepur, Dist.- North 24 Parganas with the developer "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No.1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereby represented by its Partners:

(1) SRI BISWANATH DAS, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by occupation - Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI MIHIR GUIN, Son of Late Siddheswar Guin by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,


Alokendu Prasad

Admission

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M/s APEX REALTY
Partners
Mihir Guin

Saibal Chatterjee

(10)

(3) SRI SWAPAN DAS, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) SRI SUBHANKAR BISWAS, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for construction of a Multistoried Building/Complex (G+4), upon the said property consisting of several Numbers of Self Contained and Independent Flats, Garages, Shop Rooms etc. on the terms, conditions and considerations mentioned in the said Agreement.

AND WHEREAS at the treaty of the said Agreement WE have agreed to give a Power of Attorney in favour of the said Developers or as they may direct in order to enable them to get the plan sanctioned by the Khardah Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developer Firm have requested us to grant the said power of Attorney in favour of "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No.1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereby represented by its Partners:

(1) SRI BISWANATH DAS, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by occupation - Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI MIHIR GUIN, Son of Late Siddheswar Guin by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,


Alakendu Bandyopadhyay
Advocate

Contd...II

M/s APEX REALTY
Mihir Guin
Partner

(11)

(3) SRI SWAPAN DAS, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) SRI SUBHANKAR BISWAS, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, which WE hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that We, **1. SRI TAPAN KUMAR CHAKRABORTY**, Son of Late Parimal Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation - Retired, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

2. SRI SAIBAL CHAKRABORTY, Son of Late Dharendra Nath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

3. SMT. MANJUSREE CHAKRABORTY, Wife of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

4. SMT. MITHU CHOUDHURY, Wife of Sri Alok Choudhury, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 68, East Kaptepara Road, Bhatpara, P.O. Shyamnagar, P.S. Jagaddal, Dist. North 24 Parganas, PIN-743127,

5. SMT. MAMATA CHAKRABARTI, Wife of Sri Subrata Chakrabarti, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 4 Asutosh Saroni, Durgapur

Alokendu Bandyopadhyay

Advocate

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M/S APEX REALTY

Himanshu

Partner

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Ramchandrapur, Samabaypalli, P.O. Durgapur, P.S. Nischinda, Dist. Howrah, PIN-711205 do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent us before the Khardah Municipality for amalgamating the separate Holdings into a single Holding by inserting our holding property and sign the relevant applications for that purpose on behalf of us AND to prepare plan on behalf of Executant for development of the said property described in the Schedule hereunder and to submit the same to the Khardah Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.

2. To approach on behalf of Executant all the concerned authorities under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications, papers, writings, undertakings etc. as may be required and to carry on correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the said property.

3. To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property.

4. To supervise the development work in respect of Building/s on the said property and to carry out and/or to get carried out through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Khardah Municipality and other concerned

Alokendu Bandyopadhyay

Advocate

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M/S APEX REALTY

Minis Bin

Partner

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authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Khardah Municipality, Town Planning Authorities, Police Authorities, Fire Fighting 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 in all Departments, B.L. & L.R.O. Office, Municipality 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 and 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 personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration monies, salaries and/or wages.

8. To pay various deposits to the Khardah Municipality and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give and effectual receipts in our name and on our behalf in connection with the refund of such deposits.

9. To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Khardah Municipality for the purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.

10. To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Khardah Municipality a lease in respect of any portion of the said property for the purpose of enabling the Khardah Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./C.E.S.C.

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to put up and erect an electric Sub-Station for the supply of electricity to the said Buildings.

11. To make necessary applications to the W.B.S.E.D.C.L./ C.E.S.C. and other concerned authorities for obtaining electric power for the said property and the buildings constructed thereon.

12. To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Khardah Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Khardah Municipality.

13. To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.

14. To apply for and obtaining water connection for the Buildings to be constructed on the said property and/ or occupation and Completion Certificate in respect of the said buildings or any part or parts thereof from Khardah Municipality and other concerned authorities.

15. To give such letters and writings and/or undertaking as may be required from time to time by the Khardah Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/or completion Certificate in respect of the said building/s or any part or parts thereof.

16. To give necessary letters, writings and undertakings to the Khardah Municipality (Fire Brigade Department for occupying the said building/s and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said buildings.

17. To approach the Khardah Municipality and all other concerned authorities for the purpose of obtaining release of any portions of the said property and/or structures thereon from reservation (if any).

18. To approach the Government of West Bengal in all its Departments as also the Khardah Municipality and in all other

Alokendu Bandyopadhyay

Advocate

M/s APEX REALTY
Minis Bin
Partner

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(15)

concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing Units thereon.

19. 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 Khardah Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and many other matters pertaining to the said property.

20. (i) To make necessary applications under the Land Acquisition Act for the purpose of getting the property released from acquisition or any reservation and also for the purpose of such applications sign or execute such writings and undertaking as may be required and to prefer an appeal from the Order of the Competent Authority.

(ii) To make applications and submit the amended or new Building Plans to the Khardah Municipality including all its Departments or any other Authorities for the purpose of getting the Building Plans, I.O.D. and Commencement Certificate sanctioned and/or revalidated and to give such other applications writings undertaking as may be required for the purpose of the Development of the said property.

(iii) To make applications for water connection, electric supply and other incidental requirements which may be required for the development of the said property.

(iv) To apply to the controller of Cement and Steel and any other authorities for the purpose of making applications for Cement and Steel and other materials and procure the same and for that purpose to give such undertaking or execute such documents and applications as also to correspond with and do such other acts, matters and things as the Attorney may think fit and proper for the purpose of developing the said property.

Alakendu Bhattacharyya

Attorney

Contd...16

M/s APEX REALTY
Niraj Singh
Partner

(16)

21. (i) To enter into Agreement for sale of Building (**except owners allocation**) as per Agreement that will be constructed on the said property in the names of Attorney or the name of the Developers or the name of Private Limited Company and to retire and appropriate the sale proceeds to themselves.

(ii) To execute Agreements for sale for the said property (**except owners allocation**) or any part thereof described in the Schedule hereunder the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

(iii) The Land owners shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 days after execution of the Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

(iv) The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

(v) The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer for sale of such flats, shops or Garages in respect of the building or buildings that may be constructed on the said plot and also to exercise and sign conveyance or surrender in respect of the said portion of the land and lodge the document or documents for registration and admit the execution of any such document or documents before the sub registrar of A.D.S.R.O. Sodepur, North 24 Parganas, D.R. North 24 Parganas at Barasat and the Registrar of Assurance-IV at Kolkata.

M/s APEX
H. H. H.

(17)

22. To execute the conveyance or conveyances in respect of the said property and building/s constructed thereon or any part thereof **(except owners allocation)** in favour of such person as the said Attorney shall determine including in favour of any Co-operative Housing Society, Limited Company that may be formed for the purpose.

23. To lodge the Conveyance, Lease and/or other documents or transfer **(except owners allocation)** that may be executed by the said attorney for registration and to admit execution thereof before the concerned Sub-Registrar, Dist. Registrar or Registrar of Assurance.

24. To make application on the Khardah Municipality and other Revenue Authorities for the transfer of the said property to the Transferees in whose favour the Conveyance. Lease and/or other documents of transfer as aforesaid may have been executed.

25. To execute Lease **(except owners allocation)** in respect of the said property and/or portion or portions and/or structure or structures standing thereon in favour of such person or persons as the said Attorney may from time to time determine by the said Attorney.

26. To attend before any Sub-Registrar or/and to execute and present for registration and admit execution by us any agreement, deed, conveyance, transfer, assignment, assurances, release, indemnify or other instrument or writing the registration of which is compulsory under the Registration Act **(except owners allocation)** and generally to do all things necessary or expedient for registering the said deed, instruments and writings or any of them as fully and efficiently as WE could do.

27. (a) To insure the said property against damaged fire tempest, riots, civil commotion, floods, earthquakes or otherwise as our said Attorney may think fit and proper.

(b) To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement charges or other security and on receipt thereof to make sign, execute and give sufficient releases or other discharges for the same.

28. (a) To lodge for registration the documents that may be required from time to time before the Sub-Registrar and to admit executing thereof.

M/s APEX REALTY
Mishra
Partner


Atananda Bandyopadhyay

Contd...18

(18)

(b) WE hereby agree and undertake that WE shall not in any way write any letters and/or correspond with the Government of West Bengal in all its departments, the Khardah Municipality in all its Departments and other Municipality in all its Departments and other concerned local authorities counter mining any acts, deeds, matters and things done by the said Attorney pursuant to this power of Attorney. WE hereby expressly agree and undertake that if any such instructions shall be issued by us the same shall not affect the acts, deeds, matters and things by the said Attorney and all the concerned authorities shall be entitled to disregard all such instructions given by us.

29. For us and in our name to accept service of any write of summons or other legal process and to appear in any court and before all courts. Magistrates or Judicial or other Officer whatsoever as by the said Attorney shall deem advisable and to commence any action/other proceedings in any Court of Law or Attorney and the same action on proceedings to prosecute or discontinue or become non-suited as the said Attorney shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall be the said Attorney be conceived to be due/owing/ belonging or payable to us by any person/firm or body corporate and also to appoint any solicitor and/or Advocate or Lawyer to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in our name or in the name of the said Attorney.

30. To appoint Pleaders, Solicitors, Advocates or Attorneys or Lawyers to appear and act in any Court of Law or before any Custom or Port Trust or Revenue or other Office or Offices of any State or local Authority and to revoke such appointment and to substitute any others in their place and stead.

31. To sign, verify and execute Plaints, Written Statements, Counter-claims, Appeals, Review, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or Equity whether of Original,


Alokendra Banerjee

Advocate

Contd...19

M/s APEX REALTY

Ministry

Partner

Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authorities and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgements or Decrees to be had given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees at the said Attorney shall be advised or think proper and also to bid at the Auction Sales that may be held by or on our behalf under the powers reserved to us under any Mortgage or Charge or by any Court or any Office thereof and to purchase any land, hereditaments and premises at such Auction Sales and to sign, verify and execute any applications, affidavits, agreements or other documents.

32. To receive from any Court of any Officer thereof or from any person, firm or body corporate amounts due and payable to us either alone or jointly with other on any account whatsoever including under any Deed or Mortgage or Deed of Charge or any other instrument in respect of such investments or otherwise howsoever and to give sign and execute all papers receipts releases and discharges for the same.

33. GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities hereinbefore contained as fully and effectual as WE could in person do.

34. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purpose according to Laws and Customs of India and particularly of West Bengal.

35. AND WE HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorney and accordingly the said Attorney shall be entitled to exercise independently of each other the powers conferred upon him.

36. AND WE HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the premises by virtue of these presents AND WE HEREBY DECLARE that WE shall not do anything inconsistent with this Power of Attorney.

M/s APEX REALTY

Himanshu Ghosh

Partner

(20)

37. AND WE hereby declare that the Powers and authorities hereby granted till the said property is fully and properly developed as per the Development Agreement as per rules and regulations of the Khardah Municipality and that the transfer and/or conveyance of the said land with building is conveyed and/or transferred in favour of ultimate transferee.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring more or less **04 Cotthas 08 Chittaks 16 Sq.ft.** of land classified as "**Bastu**" togetherwith a 100Sq.ft. R.T. Shed Standing thereon, situates and lying within **Mouza-Sukchar**, J.L. No. 9, Re.Su. No. 14, Touzi No. 156, comprised and contained in **R.S. Dag no. 623/705**, under R.S. Khatlan no. 648, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Khardah Municipality, bearing Holding No. 198/61, Branch Panchanantala (Panchanantala Lane) Road, under Ward No. 21, TOGETHERWITH all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Power of Attorney for Development.

Butted and Bounded by

- On the North : Property of Nemai Sarkar.
On the South : 20ft. Wide Branch
Panchanantala (Panchanantala Lane) Road.
On the East : By land of Sibani Samanta.
On the West : By 6ft. Wide Common passage.

M/s APEX REALTY
Partners
Himanshu


Atokanti Banerjee
Advocate

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IN WITNESSES WHEREOF the parties/Executants hereto have hereunto set and subscribed their respective hands on this 27th day of September, 2018 A.D.

SIGNED AND DELIVERED

in presence of following

WITNESSES.

1. Preabire Ghosh
Kharakha Kulimpara
P. O. P. D. Sapan
Kad-118

Jagan Kumar Chakraborty

Saibal Chakraborty

Mangusree Chakraborty

2. Anishek Podder
Sriramnagar
501-113

Mithu Choudhury

Hananta Chakraborty

SIGNATURE OF THE EXECUTANTS

M/S. APEX REALTY
Dina Nath Das

Milind Ghosh

Swapan Das

Subhankar Biswas
Partner

SIGNATURE OF THE ATTORNEY

Drafted by :

Alokendu Bandyopadhyay
Adv.

Alokendu Bandyopadhyay
Enrolment No. WB-570/2004 Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

M/S. APEX REALTY

Milind Ghosh

Partner

Laser Setter:

Prasanna Paul

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2018, Page from 180313 to 180358
being No 152405691 for the year 2018.



Digitally signed by Maitreyee Ghosh
Date: 2018.09.28 14:54:10 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 28-09-2018 14:53:27
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

M/s APEX REAL ESTATE
Maitreyee Ghosh
Partner



(This document is digitally signed.)