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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 342300

Certified that the document is correct
in registration. The Signature Sheet and
endorsement Sheets attached to the
document are the part of the document.

Additional District Sub Registrar
Coimbatore, Dum Dum, 24-Pgs. (North)

18 FEB 2020

18/2
1-08/20
1500/1/309897/2020

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

(1) DULAL MUKHERJEE, son of Late Nagendra Nath Mukherjee, having Permanent Account No.(PAN) - FYAPM5858M, Aadhaar No.2386-7956-6602, by occupation - Retired, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028,

Attested
Sobuati Ahlu

(2) **GAYATRI MUKHERJEE**, wife of Late Netai Mukherjee, having Permanent Account No.(PAN) – **CZGPM0829Q**, Aadhaar No.**7697-4562-6221**, by occupation – Housewife, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028.

(3) **AVIJIT MUKHERJEE [PAN – AVQPM5114L]**, son of Late Netai Mukherjee, having Permanent Account No.(PAN) – **AVQPM5114L**, Aadhaar No.**6300-3143-8750**, by occupation - Service, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028.

(4) **PRASENJIT MUKHERJEE**, son of Late Netai Mukherjee, having Permanent Account No.(PAN) – **EASPM4388B**, Aadhaar No.**4366-4657-1989**, by occupation - Service, residing at 99/138, Jessore Road, Bapuji Colony, P.O. & P.S. Dum Dum, Kolkata-700028.

(5) **ALPANA JANA**, wife of Samir Jana, having Permanent Account No.(PAN) – **BDCPJ6204M**, Aadhaar No.**8085-0544-0034**, by occupation – Housewife, residing at 24, Jessore Road, Green Park, Block-B, Kolkata-700089, all are by faith – Hindu, hereinafter called and known as the “**LAND OWNERS**” send the following greetings :-

WHEREAS we are the absolute owners of ALL THAT piece or parcel of “Bastu” land measuring an area 02(two) cottahs 04(four) chittacks more or less together with a tile shed structure admeasuring 700 sq.ft. more or less comprised in C.S. Dag No. 1658, R.S. Dag No.5046 corresponding to L.R. Dag No. 4894 under L.R. Khatian No.2281, 5493 and 2183, E.P. No.134, S.P. No.138, J.L. No. 20, R.S. No.154, Touzi No.3083, at Mouza – Satgachi, P.S. Dum Dum, Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, within the limits of South Dum Dum Municipality, Ward No.23, District - North 24 Parganas.

AND WHEREAS Development Agreement registered dated 18.02.2020 registered at the A.D.S.R. Cossipore Dum Dum, recorded in Book No.1, Being No.157/ for the year 2020, we the said appointers herein have entrusted the development in respect of the said premises and/or construction of building there at to **BAJRANG ENTERPRISE [PAN – AAMFB1439L]**, a partnership firm, having its office at 99/48, Jessore Road, Bapuji Colony, P.S. Dum Dum, Kolkata – 700 028, being represented by its authorized partners namely (1) **SUBRATA GHOSH**, son of Sri Sambhu Nath Ghosh, having Permanent Account No.(PAN) – **ALZPG3394H**, Aadhaar No.**4367-1487-7506**, residing at 99/84, Bapuji Colony, Jessore Road, P.S. Dum Dum, Kolkata – 700 028, (2) **SURAJIT DAS**, son of Sri Tapan Das, having Permanent Account No.(PAN) – **BJGPD8392A**, Aadhaar No.**6888-1384-4184**, residing at

Su. brata c. bh.

Dum. Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, within the limits of South Dum Dum Municipality, Ward No.23, District - North 24 Parganas, more fully described in **Schedule** hereunder written (hereinafter referred as the : "Said Premises") and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

- 2) To take charge or look after, manage and administer the said premises or portion thereof as the said attorney shall think proper.
- 3) To appear and represent the Appointers before the South Dum Dum Municipality, authorities. Police authorities, Fire Brigade Authority, C.E.S.C. Authorities, Urban land ceiling Authorities and other Government Authorities and/or departments, Central or State in connection with the development of the said premises and/or construction of the proposed new building and further to sign execute and deliver all necessary letters, statements, applications, declaration and other papers and documents and to do all acts deeds matters and things as the said Attorney shall think proper.
- 4) To demolish or cause to be demolished the sheds, and other structure whatsoever laying erected at the said premises or portions thereof.
- 5) To sign, apply for and obtain all necessary sanctions, permissions, Deed of Amalgamation, No objection and clearances from the appropriate Government Authorities and/or departments including necessary sanction of plan from the South Dum Dum Municipality, authorities for development of the said premises and/or construction of the new building in or upon the land comprised in the said premises or portion thereof and for the said purpose to do all acts deeds matter and things as the said Attorney shall think proper.
- 6) To sign and/or apply for and obtain all necessary maps, plans, revised plan, sketches, diagrams, elevations, amalgamation and other specifications duly sanctions and/or approved by the South Dum Dum Municipality authorities and other Government authorities, Fire Brigade Authorities, Police Authorities, and/or departments as any from time to time be necessary or required for the development of the said premises and/or demolition of the existing structures comprised in the said premises and/or construction of the new buildings or other structures in or upon the land comprised in the said premises and for the said purpose to sign execute and deliver

all applications, maps, plans or other papers and documents as also to do all acts deeds matters and things as the said Attorney shall think proper.

7) To apply for and obtain water, sewerage, telephone, telex, electricity, gas and other public utility services, in or upon the said premises and/or the new building and other structures that may hereafter be created and the same in such more or names as the said Attorney or they shall think proper and for the said purpose to sign execute and deliver necessary applications, papers, letters, documents, declarations, undertakings and bonds also to do all acts deed matters and things as the said Attorney shall think proper.

8) To apply for and obtain necessary permissions and/or no objection certificates from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and/or to obtain necessary Income Tax clearance certificate under the provisions of Section 130A(1) of the Income Tax Act 1961, and/or no objection certificate under the provisions of chapter XXC of the Income Tax Act 1961 and for the said the purpose to sign execute and deliver all papers application and documents and to do all acts, deeds matters and things as the said Attorney shall think proper.

9) To undertake and carry out the development of the said premises and / or construction of the proposed building and other structures in or upon the land comprised in the said premises after demolishing the existing structures comprised therein as per the plan as may be sanctioned by the South Dum Dum Municipality and for the said purpose to sign execute and deliver all papers and documents as also to do all acts deeds matters and things.

10) To apply for and obtain the Completion Certificate and/or Occupancy Certificate from the South Dum Dum Municipality after completion of new multi storied building in the scheduled land.

11) To institute and/or prosecute all or any suits, appeals, revisions, writ petition and other legal proceedings or litigations civil or criminal in the appropriate courts of law in connection with the said premises and / or the development thereof and/or construction of the proposed new buildings and other structures in or upon the land comprised in the said premises as per the plan to be sanctioned by the South Dum Dum Municipality, and for the said purpose to do all acts deed matters and things as the said Attorney shall think proper.

12) To defend and/or contest all or any suits, appeals, revisions, applications and other litigations and legal proceedings civil or criminal in any court of law concerning or relation to the said premises and/or the land comprised therein and/or construction of the proposed new building and for the said purpose to do all deeds matters and things as the said Attorney shall think proper.

13) To sign execute affirm and verify all plaints, written statements, affidavits, application, writ petition and other papers and documents as may from time to time be necessary or required for prosecuting and/or defending all or any legal proceedings and/or litigations on the said Attorney shall think proper.

14) To settle and/or compromise all or any disputes or differences and/or suits or litigations and the legal proceedings concerning or relating to the said premises or portions thereof and/or the construction of the proposed new buildings and the same on such terms and condition and for such consideration as the said Attorney shall think proper.

15) To refer all or any disputes concerning or relating to the said premises or portions thereof and/or the development thereof and/or construction of the proposed new buildings to arbitration on such terms as the said attorney shall think proper.

16) To pay the sanction fee and other costs charges and expenses for obtaining the sanctions and/or permission and/or clearances and no objection certificates including the sanction of plan as also attaining public utility service.

17) To retain an appoint advocates and lawyers for prosecuting and/or defending all or any legal proceedings and / or litigations and for the said purpose to sign execute and deliver Vakalatnama and other authority letters and further to revoke such appointment as the said attorney think proper.

18) To retain and appoint architects, engineers, contractor, Masons, Mistries, Electricians, Plumbers and Security Guard and other employees or staff for carrying out the development of the said premises and the same for such salaries or remuneration and on such terms and conditions as the said Attorney shall think proper.

19) From time to time to apply for and have the sanctioned plan modified, renewed, varied and/or rectified by the South Dum Dum Municipality and for the said purpose to pay necessary charges as also to do all acts deeds matters and things as the said attorney shall think proper.

20) Save and except the Owner's Allocation and/or allocation of co-owner of the owners the said attorney may enter into negotiation as also agreements and contracts for sale on ownership basis or otherwise the flats shops, showrooms, garage and other spaces of the developer's allocated portion only of the proposed new building to be erected in or upon the land comprised in the said premises.

21) To receive realize and recover the amounts of earnest money and/or part payments and/or consideration money for and on account of sale of flats, shop rooms, showrooms, garage and other spaces of the Developer's allocation and also to issue valid and effective receipts and discharges for the same and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

22) To sign and execute Agreement for Sale, Deed of Conveyance, Deed of Amalgamation, documents and papers for sale on ownership basis or otherwise transfer or disposal of the several flats, car parking, shop rooms, garage and other saleable spaces of the developer's allocated portion of the proposed buildings and for the said purpose to do all acts deeds matters and things for only Developer's allocation.

23) To present any such Deeds, Conveyance or Conveyances or Agreement for Sale for registration before the Additional District Sub-Registrar, District Registrar or Registrar of Assurance in Kolkata having authority for unto have the said conveyance or Agreement for Sale registered before the said authorities and to do all other acts, deeds and things which our said Attorney shall consider necessary for conveying the Developer's Allocation.

24) Only after handing over peaceful possession of owner's allocated portion, to appear before the appropriate registration authority and to present the agreements for sale, sale deeds/deed of conveyance, transfer deeds and other deeds, documents and papers concerning or relating to the flats or other saleable spaces of the proposed buildings and to admit the execution thereof and to do all acts deeds matters and things as may be necessary or required for the completion of registration there for only Developer's Allocation.

25) To retain and appoint one or more labour contractor & suppliers to carry out all or any of the acts deeds matters and things as hereinbefore stated and further to revoke and cancel such appointment as the said attorney shall think proper.

AND GENERALLY to do all that is or may be necessary for carrying out all or any of the above mentioned acts concerning or relating to the said premises and as the said attorney shall think proper.

AND we the said APPOINTERS above named do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said ATTORNEY or any of them acting as aforesaid lawfully do.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT piece or parcel of "Bastu" land measuring an area 02(two) cottahs 04(four) chittacks more or less together with a tile shed structure admeasuring 700 sq.ft. more or less comprised in C.S. Dag No. 1658, R.S. Dag No.5046 corresponding to L.R. Dag No. 4894 under L.R. Khatian No.2281, 5493 and 2183, E.P. No.134, S.P. No.138, J.L. No. 20, R.S. No.154, Touzi No.3083, at Mouza - Satgachi, P.S. Dum Dum, Premise No.99/138, Holding No.174, Bapuji Colony, Kolkata - 700028, within the limits of South Dum Dum Municipality, Ward No.23. Additional District Sub-Registration office Cossipore Dum Dum, in the District of 24-Parganas (North).

The property is butted and bounded as follows: -

ON THE NORTH : Colony Road;
ON THE SOUTH : Multistoried building;
ON THE EAST : Colony Road;
ON THE WEST : House of Aparesh Chandra Kundu;

IN WITNESS WHEREOF we the APPOINTERS and ATTORNEY above named have hereunto set our respective hands and seals this 18th day of February 2020

SEALED, SIGNED AND DELIVERED
by the APPOINTER above named
at Kolkata in presence of -

1. Piyali Paul
1 No. Mayapati Road
Kolkata - 700055

2. Ajit Kumar Das
81, Dum Dum Road
Kolkata - 700079

- [Signature]
- [Signature]
- [Signature]
- [Signature]
- [Signature]

SIGNATURE OF THE
APPOINTERS EXECUTANTS

We agree to act as the Constituted Attorney
as per this Power of Attorney

[Signature]
Partner

SAJRANG ENTERPRISE
Sujit Das
Borikon Partner's

SIGNATURE OF THE ATTORNEY

Drafted by

[Signature]
Soumitra Sur
(Advocate)

High Court, Kolkata
Enrolment No F-294/2019
• 8240903193

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2020, Page from 74805 to 74835
being No 150601524 for the year 2020.



Digitally signed by SUMAN BASU
Date: 2020.02.20 16:55:00 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2020/02/20 04:55:00 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

Attested
Subvati Chakraborty

(This document is digitally signed.)