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Additional Registrar of
Assurances-IV, Kolkata

Certified that the document is admitted of
Registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

Additional Registrar of
Assurances-IV, Kolkata

- 8 JUL 2024

DEVELOPMENT POWER OF ATTORNEY
AFTER REGISTERED DEVELOPMENT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, WE, (1) MADHURI ADITYA (PAN-BBHPA0715P, Aadhaar No.-3307 9267 9902), wife of Late Pranab Kumar Aditya, by Occupation-Housewife, (2) ABHISHEK ADITYA (PAN-ALAPA0293L, Aadhaar No.-5724 4884 2359), son of Late Pranab Kumar Aditya, by Occupation-Business, (3) ANWESHA alias ANWESHA ADITYA (PAN-BBHPA0794G, Aadhaar No.-2769 7126 2800), daughter of Late Pranab Kumar Aditya, by Occupation-Self Employed, All by faith-Hindu, by Nationality-Indian, All residing at 22, Swami Vivekananda Road, P.O.- Motijheel, P.S.-Dum Dum, Kolkata-700074, District- North 24-Parganas, hereinafter jointly referred to as the EXECUTANTS/PRINCIPALS, do hereby SEND GREETINGS.

WHEREAS We, the Executants, are the joint and absolute owners in respect of **ALL THAT** piece and parcel of Bastu/Homestead land measuring about 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less, along with 300 sq. ft. R.T. Shed structure, lying and situated at Mouza- Gouripur, J.L. No.-6, in E/P No.- 243B, comprising in C.S. Dag No.-310(Part) & 311(Part), having **L.R. Dag No.-513** (07 Decimals), under **L.R. Khatian No.-2464** (04 Decimals of Bastu land recorded in the name of Madhuri Aditya) and **2465** (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya), having Municipal Holding No.-10(5), **M.B. Road**, P.O.- Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under A.D.S.R.O. Bidhanagar, under P.S.- Airport, in the District of North 24-Parganas, which I, the Executant No.1 got by virtue of a Patta Deed/Deed of Gift dated 03rd day of October, 2013, which is in the office of the Additional Sub Registrar at Barasat, 24-Parganas (N), and recorded in Book No.-I, Volume No.-1, Pages-37 to 40, Being No.-10 for the year 2013 and also through inheritance from her husband Pranab Kumar Aditya and The Executant Nos. 2 and 3 got by way of inheritance from their father Pranab Kumar Aditya, more fully and particularly described in the Schedule "A" herein below, and thuswe, the Executants thus seized, possessed and enjoying the same as joint and absolute owners without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid and below mentioned Schedule "A" property but due to insufficient fund and other sufficient reasons and lack of technical expertise, we, could not construct building on the said plot.

AND WHEREAS We have entered into an agreement dated 08 / 07 / 2024 with **DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N)**, a Private

Abhishek Aditya

Limited Company incorporated under the Companies Act, 2013 (as amended up to date), having its office at Nilkusum Apartment, 932A/83, Jessore Road, P.O. & P.S.- Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors, (1) **MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394)**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.- 7929 7044 1978)**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360)**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007)**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, which is duly registered on 08/07/2024, in the office of the A.R.A.-IV, and recorded in Book No.-I, Volume No.-1504-2024, being **Deed No.- 1504 - 09817** for the year 2024, for development of the said land by constructing Ground plus Upper-storied building thereon on the terms and condition and stipulations contained in the said Agreement.

AND WHEREAS one of the conditions contained in the said agreement is that we shall grant Development Power of Attorney in favour of the Developer to carry out the Development work and also for transfer the flats/Garage/shops/Spaces/units to the intending Purchaser(s) from the Developer's Allocation as mentioned in the said Development Agreement and also for execution and registration of the other Registered Deeds and documents for completion of the Development work. We, therefore appoint said **DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N)**, a Private Limited Company incorporated under the Companies Act, 2013 (as amended up to date), having its office at Nilkusum Apartment, 932A/83, Jessore Road, P.O. & P.S.- Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors, (1) **MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551**

Abhinav Adhikari

1394), son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (2)MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.- 7929 7044 1978), son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3)MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360), son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007), son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, as our true and lawful Attorney for the purpose hereinafter mentioned and vesting it with the power and authorities to act and to perform as herein contained.

NOW KNOW ALL MEN BY THESE PRESENTS WITNESS that We, said (1) MADHURI ADITYA(2)ABHISHEK ADITYA(3)ANWESHA alias ANWESHA ADITYA and our respective legal heirs and representatives etc. do hereby nominate and appoint the said DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N), a Private Limited Company incorporated under the Companies Act, 2013 (as amended up to date), having its office at Nilkusum Apartment, 932A/83, Jessore Road, P.O. & P.S.- Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors, (1)MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394), son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (2)MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.- 7929 7044 1978), son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3)MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360), son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) MR. KUNTAL SARKAR(PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007), son of Late Nikhil

Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, as our true and lawful Attorney for me in our names and on our behalf to do execute and perform all or any of the following Acts, deeds, matter and things that is to say:-

1. To look after, manage, control, supervise and protect the said property in such manner as our said Attorney shall think fit and proper.
2. To cause necessary drafting work, preparing, applying and obtaining Building plan, site plan, Floor plans, Completion Plan, Amalgamation Plan, Sewerage Plan, specifications of structure, construction of Multi-storied building in the said property as well as revised or new plans in respect of such construction and to sign all such building plans, site plan, floor plans, Completion Plan, specifications including revised or new plans or Addition Plan, Alteration Plan Sewerage Plan, and to submit the same before the North Dum Dum Municipal Authority concern for sanction and to observe and perform all the formalities and obligations in connection of the sanction of the said building plan, site plan, floor plans, Completion Plan, specifications, Amalgamation Plan, Sewerage Plan, and also to sign Deed of Rectification, Deed of Declaration, Deed of Amalgamation and also with regard to specification and to receive all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan, Sewerage Plan, Completion certificate etc., from the North Dum Dum Municipality upon giving proper acknowledgement and/or receipts for the same.
3. To appear before and represent us at the office of the B.L. & L.R.O., S.D.L. R.O., A.D.M.(L.R.), District Collector, Revenue Inspector, Urban Land (Ceiling and Regulations) Authority, Service Tax, GST Council, and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in anyway in connection with the development of the said property.
4. To negotiate for sale or disposal of the Developer's Allocation as specified in the **aforesaid Development Agreement** and also fully described in the Schedule "C" herein below and also for development work in respect of entire "A" Schedule property, which includes the Owners' Allocation, fully described in the Schedule "B" herein below and Developer's Allocation, fully described in the Schedule "C" herein below and also in respect of the proportionate share in the land in the said

property, on which the said multi-storied building will be constructed together with all easement and other rights and appurtenances therein with any person or persons at the choice of our said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and condition as our said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all easement and other rights and appurtenances therein with any person or persons at the choice of our said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as our said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all agreement, contracts and other writings and papers relating to the sale lease or disposal as aforesaid containing such covenants and conditions as our said Attorney shall think fit and proper.

5. To receive all moneys by way of earnest money or initial payment or payments or installments or full payment of consideration money in connection with sale, lease or disposal of flats or units or part of the said multi-storied building, which belongs to the Developer's Allocation as per said Development Agreement as well as proportionate share in the land in the said property and to grant valid and effectual receipts and discharges thereof.
6. To appoint engineers, architects, surveyors, supervisors, caretaker, masons, carpenters, electricians, plumbers, mistries, collies, labourers, durwans and all other persons required for the construction supervision and all other works in connection with the said multi-storied building in the said property at such wages, remuneration fees or other payments and on such terms and conditions as our id Attorney shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
7. To apply to appropriate authorities for cement, iron, steel and other materials required for construction of the said multi-storied building and to purchase the same at such price and on such terms and conditions as our said Attorney shall think fit and proper.

8. To apply to appropriate authorities for electric connections sanitary, connections, water supply connections, drainage and sewerage connections, temporary or permanently for the said multi-storied building in the said property .
9. To pay or cause to be paid all Municipal rates, taxes and other outgoings and impositions payable in respect of the said property during the construction of the said multi-storied building.
10. In terms of the said **aforsaid Development Agreement** and to sign and execute all conveyance, deeds or lease or deed of transfer and all other documents and writings in respect of the newly constructed building or any portion thereof or the flats or units in the said multi-storied building, which relates to the Developer's Allocation as mentioned in the Development Agreement stated above as well as the proportionate share of land in said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as our said Attorney shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law.
11. In case of acquisition or requisitions either by State Government or Central Government of the said land in the said property as well as the multi-storied building therein or any portions thereof, to file objections and to apply for compensations and such authorities and to receive all compensation and statutory allowance and to grant proper receipts and for the said purpose, to appoint Advocates, solicitors and lawyers and to sign retainers warrants of Attorneys and Vakalatnama.
12. To make representations to Government, Military Railways public bodies and any other bodies, authorities and persons concerned relating to the said property and/or the said multistoried building and all matters relating thereto.
13. To ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter belonged to us whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, morefully described in the Schedule

"C" herein below and to give valid and effectual receipts and discharges for the same.

14. To commence, prosecute, defend and continue all actions suits, appeals and other legal proceeding or which may hereafter be commenced by or against us in individual or joint capacity in and outside the Union or India in any court of justice, civil criminal or Revenue, both appellate and original, in respect of the said property and to appear before all Magistrates and other officers for the recovery of any debt or other sum of money, right, title interest property matter or thing whatsoever now due or payable or deliverable or in anywise belonging to us in respect of said property by any means or on any means or any account whatsoever to prosecute, defend or discontinue or become non-suited therein to settle, compromise and refer to arbitration any suits, appeal, actions or proceeding to appoint solicitors, council, advocates, pleaders or other legal agents and to sign Vakalatnama and to sign and verify complaints, written statement, petitions and other pleadings and documents to prefer appeals and to apply for reviews and revisions, to apply for execution of decrees and orders to draw money from any court, Accountant General, official receiver or other authorities and to give effectual receipts and discharge for the same and to accept service of writs of summons and other legal process and generally to do and represent us before all courts, Magistrates, and other judicial criminal and revenue authorities in and outside the Union of India.
15. To adjust, settle, compromise all disputes, accounts or any other matter regarding our property building or documents, which may arise hereafter between us and any other person, firm or company on such terms as our said Attorney may think fit and proper.
16. To execute and registrar necessary Deed of Conveyance in favour of the intending purchaser or purchasers on our behalf and to present any such conveyance or conveyances for registration to admit, execute before the registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in said property as per Development Agreement stated above and to do all acts, deeds and things which our said Attorney shall consider necessary for

conveying the said property or newly constructed multi-storied building and/or any part thereof on the basis of **aforesaid Development Agreement** and other things, which our said Attorney shall consider necessary for conveying the said Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as we, could do the same by us jointly and severely.

17. Generally to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as we, ourselves could do jointly or personally.

18. We do hereby ratify and confirm and agree and covenant with our said Attorney shall lawfully do or execute or purport to do or execute or about the property by virtue hereof and hereby declare that every such act deed matter or things lawfully done or execute or purporting to be lawfully done or executed by our said Attorney.

THE SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu/Homestead land measuring about 04 Cottahs 04 Chittaks 25 sq. ft. of land more or less, along with 300 sq. ft. R.T. Shed structure, lying and situated at Mouza- Gouripur, J.L. No.-6, in E/P No.- 243B, comprising in C.S. Dag No.-310(Part) & 311(Part), having **L.R. Dag No.-513** (07 Decimals), under **L.R. Khatian No.-2464** (04 Decimals of Bastu land recorded in the name of Madhuri Aditya) and **2465** (03 Decimals of Bastu land recorded in the name of Pranab Kumar Aditya), having Municipal Holding No.- 10(5), **M.B. Road**, P.O.- Rajbari, Kolkata- 700 081, under Ward No.-17 of North Dum Dum Municipality, under A.D.S.R.O. Bidhanagar, under P.S.- Airport, in the District of North 24-Parganas and butted and bounded by:

ON THE NORTH :- 38 Feet Wide Birati M. B. Road

ON THE SOUTH :- Land of others

ON THE EAST :- E/P No.-243A

ON THE WEST :- E/P No.-237 & E/P No.-239

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)

OWNERS' ALLOCATION shall mean: The Land Owners will get their Fixed Allocation in the proposed Multi-Building is as follows: -

In Case of G+3-storied Building

- (A) Entire First Floor
- (B) 50% constructed area of the Second Floor from the Northern Side
- (C) 50% constructed area of the Third Floor from the Southern Side
- (D) Refundable Security Deposit (as mentioned in the Development Agreement) and which will be refunded within 31ST day of August, 2025.

In Case of G+4-storied Building

- (A) Entire First Floor
- (B) Entire Third Floor
- (C) 50% constructed area of the Fourth Floor from the Southern Side
- (D) Refundable Security Deposit (as mentioned in the Development Agreement) and which will be refunded within 31ST day of August, 2025.

That for the purpose of demarcation of the Owners' Allocation and Developer's Allocation and regarding any change, the Parties hereto will execute necessary Supplementary Agreement by and between themselves.

THE SCHEDULE "C" ABOVE REFERRED TO -
(DEVELOPER'S ALLOCATION)

DEVELOPERS/PROMOTERS ALLOCATION shall mean remaining constructed area after providing for Owners' Allocation in the proposed building to be constructed on the said premises on the land of the owners or on the amalgamated land including proportionate share of the common facilities and amenities.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the 08th day of July, 2024 A.D.

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES: -

1. Pinkie Das
788, Jawahar Road
R.K. Park, Kol-74

Madhuri Aditya,

. Abhinav Aditya

. Anwesha Aditya.

SIGNATURE OF THE EXECUTANTS

Accepted: -

DCS LANDMARK DEVELOPERS PVT. LTD.

Abhijit Dutta

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

→

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

Debyendu Chakraborty

Director

DCS LANDMARK DEVELOPERS PVT. LTD.

Kuntal Samal

Director

SIGNATURE OF THE ATTORNEY

Drafted by me as per instructions of the Parties hereto
Read over and Explained by me and Prepared in my office: -

Kousik Saha
(KOUSIK SAHA)
Advocate
District Judges' Court, Barasat
North 24-Parganas
WB-1699/2001