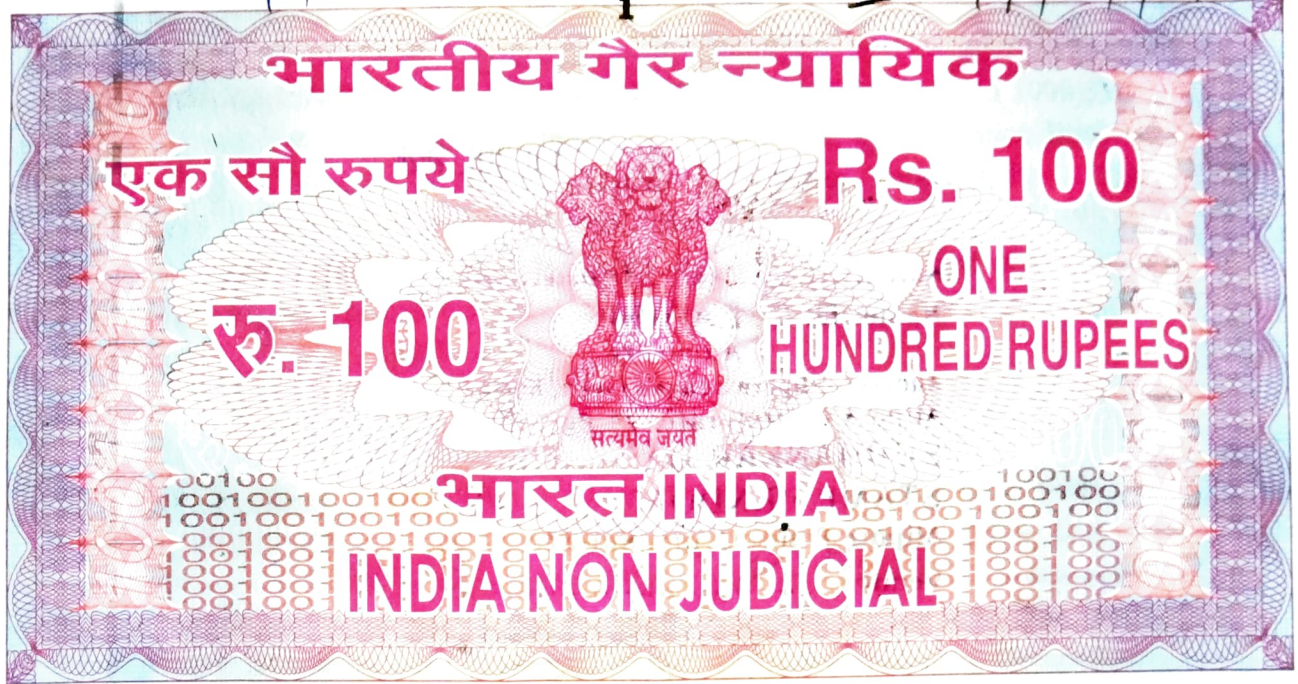


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AS 350778

certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III  
Alipore, South 24-parganas

29-08-24

**DEVELOPMENT POWER OF ATTORNEY**

In connection of registered Development Agreement dated- 29<sup>th</sup> day of August, 2024 registered at the office of the D.S.R.-III, Alipore -South 24 Parganas, recorded in Being No.-for the year 2024. 14767 for The year - 2024

**THIS DEVELOPMENT POWER OF ATTORNEY** is made on this - day of August, Two Thousand and Twenty Four (2024)

**BETWEEN**

Phulleswar Saha

- 13122

10 JUL 2024

No.....Rs. /- Date.....

Name:- B. C. LAHIRI

Advocate

Address:- Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vender



Kaleindan Poddha  
S/O Late A. K. Boddha  
Village - Melancha, P.O.  
Manikabaran, P.S. -  
Ramrajm, Dist. -  
Purba Medinipur  
Pin - 721453

DISTRICT SUB-REGISTRAR  
SOUTH 24 PGS. ALIPORE

29 AUG 2024



**SMT. PHULLESWARI SAHA**, (PAN: FTOPS4151N), (Aadhar No. 8615 1099 5314), wife of Subash Saha, by Nationality Indian, by Faith Hindu, by occupation Business, residing at 222/223, Acharya Profulla Chandra Road, Police Station & Post Office-Shyambazar, Kolkata – 700004, West Bengal, hereinafter referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**M/S. BARUN ASSOCIATES.**, (Pan – AAOFB7193B) a partnership Firm having its registered office at 635, Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Kasba, Kolkata – 700 039, District – South 24 Parganas, and represented by its represented by its Partners namely (1) **SRI UJJAL KUMAR DEY**, son of Late A.K. Dey, (PAN- AGIPD7588G), ( Aadhaar No. 9819 2790 9249), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA**, son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), ( Aadhaar No. 2811 5849 3464), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS**, son of Late Ajit Kumar Das, (PAN- ADUPD5236G),( Aadhaar No. 4056 4775 9532), by faith- Hindu, by Occupation – Business, by Nationality –Indian, residing at 132, Madurdaha, P.S.- Tiljala now Madurdaha, Kolkata –700107, District – South 24 Parganas, West Bengal, hereinafter referred to as the “**DEVELOPER**” (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **OTHER PART**.

**WHEREAS** the owner herein is sole and absolute owner of the property being piece and parcel of land measuring about 2 (Two) Cottahs 14 ( Fourteen) Chittaks 20 ( Twenty) Sq. Ft. more or less, together with 100 Sq. ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, Premises No. 638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, Assessee No. 311080506380, District South 24 Parganas, together with all easement rights thereto.( The Land) morefully and particularly described in the First Schedule hereunder written.

**AND WHEREAS** the owner herein decided to develop her aforesaid Bastu landed property morefully and particularly described in the First Schedule hereunder written, and accordingly entered into registered Development Agreement dated 28.08.2024 Registered at the office of the D.S.R.-III, recorded in Being No- for the year 2024, for

development of the said land, containing certain terms and conditions as agreed between the owner and the Developer herein.

**AND WHEREAS** in terms of the said registered Development Agreement the owner herein doth hereby execute this Development Power of Attorney regarding construction and all related work of construction including right to sell and transfer and to deal with the Developer's Allocation and other terms and conditions as stated in the said Development Agreement and owner herein execute this Power of Attorney as follows:-

### **DEVELOPMENT POWER OF ATTORNEY**

Be it known to all that I, **SMT. PHULESWARI SAHA**, herein mentioned as the owner the Executant hereof, as per terms of the development agreement this document as a whole I being the owner agreeing to execute this Development Power of Attorney in favour of the Developer herein respecting the land as aforesaid, that being necessary for completion of the development project respecting the same,

**NOW IT BE KNOWN TO ALL MEN BY THESE PRESENTS** that I, **SMT. PHULLESWARI SAHA**, appoint, nominate and constitute, **M/S. BARUN ASSOCIATES.**, (Pan – AAOFB7193B a partnership Firm having its registered office at 635, Naskarhat Tagore Park Main Road, P.O.- Tiljala, Police Station – Kasba, Kolkata – 700 039, District – South 24 Parganas, and represented by its represented by its Partners namely (1) **SRI UJJAL KUMAR DEY**, son of Late A.K. Dey, (PAN- AGIPD7588G), ( Aadhaar No. 9819 2790 9249), by faith – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 28/9, New Ballygunge Road, P.O. – Tiljala, P.S.- Kasba, Kolkata – 700 039, District – South 24 Parganas, West Bengal, (2) **SRI AVIK SAHA**, son of Sri Biplab Kumar Saha, (PAN – CCCPS4778R), ( Aadhaar No. 2811 5849 3464), by faith- Hindu, by Nationality – Indian, by Occupation – Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata – 700 039, District South 24 Parganas, West Bengal, and (3) **SRI ARGHYA DAS**, son of Late Ajit Kumar Das, (PAN- ADUPD5236G), ( Aadhaar No. 4056 4775 9532), by faith- Hindu, by Occupation – Business, by Nationality – Indian, residing at 132, Madurdaha, P.S.- Tiljala now Madurdaha, Kolkata – 700107, District – South 24 Parganas, West Bengal, hereinafter after referred to as other part herein, as my true and lawful ATTORNEY for myself and my name and on my behalf, and to act and/or represent me and to do, execute and perform or cause to be done all acts, deeds and things that is to say:

1. To construct a multi storied building up to maximum height permissible on my aforesaid Bastu landed property as per sanction building plan as would be sanctioned by the Kolkata Municipal Corporation or any other authority and to exploit the share of flats, construction and garages/car parking space as mentioned in the above registered Development Agreement by sale and transfer the same



excepting my 50% share as mentioned in the said registered Development Agreement.

2. To sign and execute any agreement for sale, Deed of Conveyance (s) and rectification deed, cancellation Deed any other document before any appropriate registration authority on my behalf in respect of flats and car parking spaces and other spaces together with proportionate share of land wherein the said proposed building to be constructed by the said Attorney, which have been allotted to the Developer in accordance with the said Development Agreement mentioned above and the developer herein to receive consideration money from the intending purchaser/purchasers and also to execute a register Deed of Conveyance any other documents in respect of the share of developers allocations of flats, Garages/Car parking spaces of my constituted Attorney/Developer as mentioned in the said Development Agreement.
3. To develop the said land by construction of building and/or structure thereon and for the said purpose to do all soil testing excavation and all other work whatsoever morefully and particularly described in the First Schedule hereunder written.
4. To sign and submit all papers and/or any documents relating to the building plan before the Kolkata Municipal Corporation and or other competent authorities, for the purpose of sanction of the building plan in respect of the said land, and also obtain the sanction plan from the said authority and also submitted to take steps for sanction of Revised Building Plan and/or additional building plan for construction of a multi storied building.
5. To apply and obtain electricity, water, sewerage, fire brigade, police authority, permit for lift and also completion and other certificate from the competent authorities and/or other connections of any other utilities from appropriate authorities or from the Kolkata Municipal Corporation and/or other competent authorities.
6. To sign and execute any documents with any person and/or authority mentioned in the said development Agreement ( excluding land owner allocation of the development Agreement) in respect of the said land or to settle and negotiate with them.
7. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, and demands, touching any of the matters aforesaid and also if thought fit, to compromise, abandon, submit to judgment or become non-suited in any such action or proceeding as aforesaid, before any Court, Civil, Criminal or

revenue, including Rent Controller and Small Causes Court and Income Tax authority up to Hon'ble Supreme Court.

8. To accept notices and service of paper from any Court, Tribunal, Postal and/or other authorities and/or persons.
9. To receive and pay and/or deposit all moneys, including Court fees and receive funds and to receive and grant valid receipts and discharges in respect thereof.
10. After execution of the construction of the Building, to sign and submit all papers, applications and deal with such authority and authorities in any manner if necessary.
11. To engage and appoint architects and consultants, cause preparation of building plans, appear before the Kolkata Municipal Corporation and other authorities and Government Departments and/or officers and also all other State, Executive, Judicial or Quasi- Judicial, Municipal and other authorities and also all courts and Tribunals, for all matters connected with the development and construction of the building and/or other buildings on the Land and connections of utilities to sign all petitions, Vakalatnamas, Memo of Appeal and other papers and documents.
12. To pay all outgoings, including Kolkata Municipal Corporation, Revenue and other charges whatsoever, payable for and on account of the Land and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefore.
13. To appear and represent me before any court of law up to Hon'ble Supreme Court and to prosecute and/or defend me and also to engage Advocate/Advocates on my behalf and to sign on any paper, documents, plaint, petitions, objection, affidavit in opposition, verification and affidavit and also to pay fees to the Ld. Advocates, and also to depose on my behalf and also settle the cases as my said Attorney will deem fit and proper.
14. To appear before any other authorities like Police Authorities, Kolkata Municipal Corporation and/or other competent authorities, Electricity Authority, Fire Brigade and also to sign on any papers and documents as would be necessary, it is recorded that my constituted Attorney/ Developer shall have no right to sell and transfer my share of constructions/Flats, garage and car parking space as mentioned owner's Allocation in the Development Agreement.

And the Principal/Owner hereby ratify confirm and agree to undertake to ratify and confirm all whatsoever my said Attorney or agents appoint under this Power hereinabove contained shall lawfully do, or cause to be done in the right of, or by virtue of these presents.

**FIRST SCHEDULE**

**(The Land )**

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 14 ( Fourteen) Chittaks 20 ( Twenty) Sq. Ft. more or less, together with 100 Sq. ft. Tile shed structure standing thereon under scheme Plot No. 31, lying and situated at Mouza- Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, appertaining to R.S. Dag No. 455, under R.S. Khatian No.189, within the limits of Kolkata Municipal Corporation, Premises No. 638, Madurdaha, Police Station - Tiljala now Anandapur, Kolkata- 700 107, under Ward No. 108, Assessee No. 311080506380, District South 24 Parganas, together with all easement rights thereto. Butted and bounded as follows;

**ON THE NORTH** : By Plot No. 36;

**ON THE SOUTH** : By 23'-03" ft wide road(Not adjacent to EM Bye Pass)

**ON THE EAST** : By Part land of dag No. 455;

**ON THE WEST** : By Plot No. 32;

**SECOND SCHEDULE**

**( DEVELOPER'S ALLOCATION)**

**ALL THAT** the entire space other than Owner's Allocation as stated in clause 6.6 of the Development Agreement which equivalent to 50% share shall mean remaining portion of the proposed building including areas and facilities to be allocated to the Developer which will be exclusively dealt with by the Developer in the building to be constructed as provided in these present in lieu of the cost of the construction of the building including 50% share of the ultimate roof of the new building. The Developer/Constituted Attorney shall have no right to sell and transfer my 50% share in the new building consisting of flats garage/car parking spaces as mentioned in the aforesaid Registered Development Agreement.



**IN WITNESS WHEREOF** the Principal have executed this Power of Attorney on this 29<sup>th</sup> day of August, 2024.

**SIGNED, SEALED and DELIVERED**  
by the **EXECUTANT** within named in the

presence of :-

**WITNESSES:**

1. Kalingan Boudhan  
12, old Post office Street-  
Kolkata - 700001

Phulleswar Saha

(EXECUTANT)

2. Mani Saha  
11/5, Palanarath Lane,  
Kolkata

BARUN ASSOCIATES  
Lijalkemuday Avil Saha  
Partner Partner  
BARUN ASSOCIATES  
Arghya Das  
Partner Partner  
(ACCEPTANT)

**Prepared by me :**

Gouram Ray  
Advocate,  
High Court, Calcutta  
Kolkata - 700 001.

W.B./154/1993



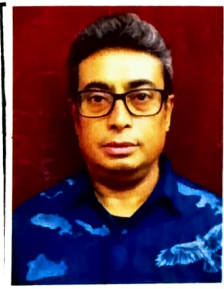
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SPECIMEN FORM FOR TEN FINGERPRINTS



Phulleswari Saha		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Phulleswari Saha



Lijal Kumar Singh		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Lijal Kumar Singh



Avik Saha		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature Avik Saha

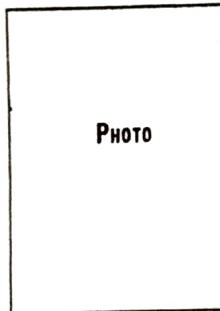
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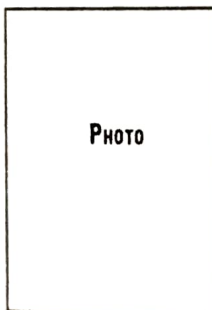
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LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Anghya Das



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature \_\_\_\_\_



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND						
RIGHT HAND		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature \_\_\_\_\_

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1603-2024, Page from 394540 to 394555  
being No 160314787 for the year 2024.**



Digitally signed by Debasish Dhar  
Date: 2024.09.04 14:49:04 +05:30  
Reason: Digital Signing of Deed

**(Debasish Dhar) 04/09/2024**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS**

**West Bengal.**