

5105

1-8/58/2022



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL
1-8/2506323/22

N.C.C.W. No: 38/2022

AG 608869

It is hereby certified that the above mentioned document is a true and correct copy of the original document on the part of the Government of West Bengal.

[Signature]
South 24-Parganas

3 AUG 2022

DEVELOPMENT POWER OF ATTORNEY
ARISING OUT OF DEVELOPMENT AGREEMENT

THIS DEVELOPMENT POWER OF ATTORNEY is made at
Kolkata on this the 18th day of August 2022

KNOW ALL MEN BY THESE PRESENTS,

I, **SMT. MALAYA GHOSH** ,PAN NUMBER-DWTPG8532H ,EPIC No. - HLG1606318, Aadhaar Card No.- 8385 0008 2681, wife of **LATE BIMAL GHOSH** residing at 343,LASKARPUR PURBAPARA, B.D.M.SCHOOL, SOUTH 24 PARGANAS, WEST BENGAL-700153, by faith **HINDU** , by Occupation **HOUSEWIFE** ., by Nationality **INDIAN**, hereinafter referred to and called as the **"OWNER/ VENDOR "** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**;

WHEREAS, I, the OWNER , am the absolute owner in respect **ALL THAT** piece and parcel of the land , fully and particularly mentioned in the schedule of this deed , described herein below and is well seized and possessed of the same as absolute owner by without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid and below mentioned Schedule property but due to insufficient fund and other sufficient reasons and lack of technical expertise, I , could not construct building on the said plot.

AND WHEREAS I /we have entered into a Development Agreement dated 17/08/2022 with **M/S- D.M.CONSTRUCTION** , represented by its PROPRIETOR, **SHRI. DHIMAN KUMAR KALI**, PAN- BFJPK0951D, EPIC

No.- WB/23/109/696298, Aadhaar Card No. - 2525 1156 9381 son of MADHUSUDAN KALI, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL- 700103 by faith HINDU, by Occupation BUSINESS, by Nationality INDIAN, hereinafter called and referred to as the **Said Developer**, having its place of business at the same address mentioned as residence, which was duly registered on 17/08/2022, in the office of the A.D.S.R., ALIPORE and recorded as Deed No. 5121 Book I, Volume no.- for year 2022 for development of the said land by constructing multi-storied building thereon on the terms and condition and stipulations contained in the said Agreement.

Hukumar
of
Alipore

AND WHEREAS one of the conditions contained in the said agreement is that I shall grant Development Power of Attorney in favour of the said Developer to carry out the Development work and also for transfer the flats/ Garage/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. I, therefore **appoint the Said Developer**, described in this deed above, as my **true and lawful Attorney** for the purpose hereinafter mentioned and vesting him with the power and authorities to act and to perform as herein contained.

Terms and Conditions of Development Power:

1. To look after, manage, control, supervise and protect the said property in such manner as my said Attorney shall think fit and proper.
2. To cause necessary drafting work, preparing Building plan, site plan, floor plans, Completion Plan, Amalgamation 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 and to submit the same before the concerned Municipal Authority 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 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, Completion certificate etc., from the concerned Municipal Authority upon giving proper acknowledgement and or receipts for the same.
3. To appear before and represent me 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 and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in any way 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 reference **Development Agreement** and also for development work in respect of entire Scheduled property, described fully herein below, which includes the Owners' Allocation, and Developer's Allocation, fully described in the reference **Development Agreement** 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 my 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 my/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 my 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 my 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 my 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, colliers, labourers, durwans and all other persons required for the construction supervision and all other works in connection with the said multistoried building in the said property at such wages, remuneration fees or other payments and no such terms and conditions as my/our said Attorneys 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 no such terms and conditions as my 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 multistoried building in the said property .

9. To pay or cause to be paid all Municipal rates, taxes and other outgoing and impositions payable in respect of the said property during the construction of the said multistoried building.

10. In terms of the said reference **Development Agreement** and to sign and execute all conveyance, deeds or lease or any type of Deed of transfer, Deed of Tenancy, 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 the land in the said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as my 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 to belong to use whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, fully described in reference development agreement, 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 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 me/us in respect of the 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 me 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 my property building or documents, which may arise hereafter between me and any other person, firm or company on such terms as my 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 my 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 only

in respect of the Developer's Allocation in the 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 the aforesaid Development Agreement and other things, which my said Attorney shall consider necessary for conveying the said Developer's Allocation only in favour of the intending purchaser or purchasers, fully and effectually in all respect as I, could do the same by me personally and/or jointly.

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 I, myself could do personally.

18. I 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 premises 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 my said Attorney.

19. I do hereby agree and confirm that my Attorney in every respect if he wanted to do so **and vice-versa** in respect of every affair of the below mentioned scheduled property including having authority to sign solely as developer.

20. Any dispute arising out of or in any way touching or concerning this Power, as such, appropriate and competent Courts of SOUTH 24 PARGANAS District shall have exclusive jurisdiction to entertain any legal action.

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

All That piece and parcel of homestead land measuring about 4 cottah, more or less, together with 2 storied , each floor measuring 1000 Sq.ft. ~~R.T.S.~~ cemented floor structure lying and situated in L.O.P Number 542 & corresponding C.S. & R.S Plot no.1178P/1180P in Laskarpur Mouza, J.L.No. 57, under G.S. Scheme, Block-B, P.S.- Narendrapur, under Rajpur-Sonarpur Municipality, ward no.-31, Holding no.343, Purbapara,Kolkata-700153, DISTRICT -SOUTH 24 PARGANAS, , butted and bounded as follows:

On the North: L.O.P NO-541

On the South: L.O.P.NO.-543

On the East: DAG NO.-1180(P)

On the West : PURBAPARA ROAD.

K. K. Chatterjee

IN WITNESS WHEREOF the parties hereto have set and
subscribed their respective hands and seals on the day
mentioned above,

SIGNED SEALED AND DELIVERED

Malay a Ghosh
.....

Signature of the PRINCIPAL

Dhiman Kumar Kalita
.....

Signature of the Constituted Attorney

In the presence of the following WITNESSES :

1. *Dinesh Rana*
210 Tiltala Road Kot 46
2. *Bhola Nath Ghosh,*
Laskarim Bimbapan Kot-153

Drafted by me,

Arghya Mukherjee
.....

ARGHYA MUKHERJEE
ADVOCATE
HIGH COURT, CALCUTTA
F/1962/2020



	বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

গ্রহীতা/দাতার নাম :-

MALAYA GHOSH

টিপ / স্বাক্ষর :- Malaya Ghosh

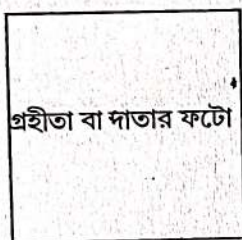


	বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

গ্রহীতা/দাতার নাম :-

DHIMAN KUMAR KALI

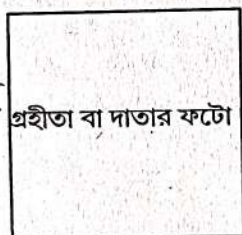
টিপ / স্বাক্ষর :- D. M. CONSTRUCTION
Dhiman Kumar Kali



গ্রহীতা বা দাতার ফটো

	বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

গ্রহীতা/দাতার নাম :-



গ্রহীতা বা দাতার ফটো

	বৃদ্ধাঙ্গুলী	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা
বাম হাত					
ডান হাত					

গ্রহীতা/দাতার নাম :-

টিপ / স্বাক্ষর :-



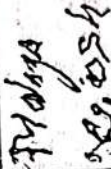
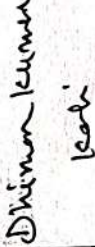
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. GARIA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16298002506323/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	MALAYA GHOSH 343, LASKARPUR PURBAPARA, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700153	Principal			 18/08/22
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	DHIMAN KUMAR KALI S.N. GHOSH AVENUE, ELACHI, City:- , P.O:- NARENDRAPUR, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103	Representative of Attorney [MS D.M. CONSTRUCTION]			 18/08/2022
SI No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ARGHYA MUKHERJEE Son of Mr ARUN MUKHERJEE 105, R. K. NAGAR, City:- , P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084	MALAYA GHOSH, DHIMAN KUMAR KALI			 18/08/22

(Krishnendu Talukdar)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
GARIA
South 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1629-05159/2022	Date of Registration	23/08/2022
Query No / Year	1629-8002506323/2022	Office where deed is registered	
Query Date	18/08/2022 2:58:34 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	ARGHYA MUKHERJEE 105, R K NAGAR, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700084, Mobile No. : 9830812233, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
Rs. 2/-	Rs. 78,29,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 162905121/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road, Mouza: Laskarpur, , Ward No: 031, Holding No:343 Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1178/1180	RS-542	Bastu	Bastu	4 Katha	1/-	64,79,999/-	Property is on Road , Project Name :
Grand Total :					6.6Dec	1 /-	64,79,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	13,50,000 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MALAYA GHOSH Wife of Late BIMAL GHOSH 343, LASKARPUR PURBAPARA, City:- , P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DWxxxxxx2H,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS D.M. CONSTRUCTION S N GHOSH AVENUE , ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 , PAN No.: BFxxxxxx1D,Aadhaar No Not Provided, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DHIMAN KUMAR KALI (Presentant) Son of MADHUSUDAN KALI S.N. GHOSH AVENUE, ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BFxxxxxx1D,Aadhaar No Not Provided Status : Representative, Representative of : MS D.M. CONSTRUCTION (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ARGHYA MUKHERJEE Son of Mr ARUN MUKHERJEE 105, R. K. NAGAR, City:- , P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084			
Identifier Of MALAYA GHOSH, DHIMAN KUMAR KALI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MALAYA GHOSH	MS D.M. CONSTRUCTION-6.6 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	MALAYA GHOSH	MS D.M. CONSTRUCTION-2000.00000000 Sq Ft

and Details as per Land Record

District: South 24-Parganas, P.S.: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road,
Mauza: Laskarpur, Ward No: 031, Holding No:343 Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 1178/1180, RS Khatian No:- 542		

Endorsement For Deed Number : I - 162905159 / 2022

On 18-08-2022

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 16:30 hrs on 18-08-2022, at the Private residence by DHIMAN KUMAR KALI ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 78,29,999/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 18/08/2022 by MALAYA GHOSH, Wife of Late BIMAL GHOSH, 343, LASKARPUR PURBAPARA, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession House wife

Indetified by Mr ARGHYA MUKHERJEE, , Son of Mr ARUN MUKHERJEE, 105, R. K. NAGAR, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 18-08-2022 by DHIMAN KUMAR KALI, PROPRIETOR, MS D.M. CONSTRUCTION, S N GHOSH AVENUE , ELACHI, City:- , P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103

Indetified by Mr ARGHYA MUKHERJEE, , Son of Mr ARUN MUKHERJEE, 105, R. K. NAGAR, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Advocate



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

On 23-08-2022

Certificate of Admissibility(Rule 43, W.B. Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 986, Amount: Rs.100/-, Date of Purchase: 09/11/2021, Vendor name: Pranab Dey



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2022, Page from 159308 to 159328
being No 162905159 for the year 2022.



Digitally signed by KRISHNENDU
TALUKDAR
Date: 2022.08.31 14:47:51 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2022/08/31 02:47:51 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)