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POWER OF ATTORNEY AFTER REGISTERED
DEVELOPMENT AGREEMENT

ALKINITH MURLINIO

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NON JUDICIAL STAUP

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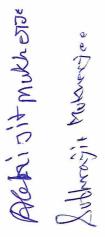
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Addl. Dist. Sub-Registrai
Siliguri-I, Dv. Darjeeling
2 6 JUL 2023

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TO ALL TO WHOM THESE PRESENTS SHALL COME WE,

- 1. **SRI ABHIJIT MUKHERJEE**, (PAN-EDUPM7646R)
- SRI SUBHRAJIT MUKHERJEE, (PAN-ATKPM9912C)

 both are Sons of Late Shanti Mukherjee @ Shantimay Mukherjee, Indian by Nationality, Hindu by religion, Business by occupation, resident of Raja Ram Mohan Roy Road, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001, in the state of West Bengal hereinafter collectively called the PRINCIPALS,

WHEREAS we, the Principals hereof are the joint owners of land measuring 4(Four) Kathas, fully described in the Schedule below, having permanent, heritable, transferable right, title interest therein.

AND WHEREAS for the purpose of development of the aforesaid property, today, we have entered into a registered Development Agreement with the Developer STEEL BUILDERS, (PAN-BBVPS4096R) a Proprietorship Firm, having its Office at Sachitra Paul Sarani, Haiderpara, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, represented by its Proprietor SRI PINTU SAHA, Son of Sri Nishith Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Najrul Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006 and the said Development Agreement has been registered before the Addl. District Sub-Registrar Siliguri being Deed No. 1919 49 for the year 2023.

AND WHEREAS for the purpose of effectually developing the aforesaid property fully and particularly mentioned and described in the Schedule hereunder and for commercial exploitation thereof and for smooth progress of construction of the building or buildings thereon it has become necessary for appointing a Constituted Attorney and as such We hereby appoint **SRI PINTU SAHA**, Son of Sri Nishith Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Najrul Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, Proprietor of **STEEL BUILDERS**, (PAN-BBVPS4096R) a Proprietorship Firm, having its Office at Sachitra Paul Sarani, Haiderpara,

BA



Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, as our true and lawful Constituted Attorney for doing and/or performing the acts, deeds and things on the terms and conditions as contained in the said registered Development Agreement dated .25 - 07 - 2023

AND WHEREAS accordingly, we, the Executants above named do hereby appoint SRI PINTU SAHA, Son of Sri Nishith Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Najrul Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, Proprietor of STEEL BUILDERS, (PAN-BBVPS4096R) a Proprietorship Firm, having its Office at Sachitra Paul Sarani, Haiderpara, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, as our true and lawful Constituted Attorney for and on our behalf to do and/or perform the acts, deeds and things as stated hereinafter.

NOW THIS POWER OF ATTORNEY WITNESSETH as follows:-

- 1. To enter upon the piece and parcel of demarcated land measuring 4(Four) Kathas (hereinafter called the said property) and to take measurements, survey and dimensions of the said property.
- 2. To enter into any Agreement or Agreements for Sale or Sale Deed in respect of the Flats, Garages and parking areas together with proportionate share of land upon which the proposed building to be constructed on such terms and conditions as the said Attorney may think fit and proper out of the Developer's allocation only as envisaged in the Development Agreement.
- 3. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for developing the said property and constructing the said building.
- 4. To take all steps necessary for preparation of building plan Survey, Soil Test, Appointment of Architects and Structural Engineers and/or Surveyors and to apply and obtain the sanctioned plan of the proposed building.





- 5. To appear before the office of the Siliguri Municipal Corporation and S.J.D.A to sign and submit application for L.U.C.C., Building Plan and for hearing before the concerned office and obtain the sanctioned plan of the proposed building.
- 6. To get the modification, if any, of the building plan approved and sanctioned by the appropriate sanctioning authority and thereafter to sign and apply for and obtain such modification of the sanctioned building plan for constructions of building at the said property and also for getting clearances from all government departments and authorities including Fire Brigade, Deputy Commissioner of Police (Traffic) and the Authorities of Urban Land Ceiling and Department, as may be necessary.
- 7. To appoint dismiss and re-appoint contractors, sub-contractors, architects, overseers, surveyors, engineers, staff and experts to supervise, look after manage and do the development work and construction work and all work incidental to the construction of the said building at the said property.
- 8. To represent us before the appropriate registering authority for the purpose of registration of any Deed or Deeds or any other document or documents as may be found necessary and also to admit the execution thereof.
- 9. To get the building plan/plans prepared by the architect and to sign and apply for and obtain sanction of building plan (including the revisions and modifications thereof) for the new building at the said property and also for getting clearances from all government departments and authorities.
- 10. To purchase and acquire, the building materials, installations, fittings and fixtures and other articles necessary for construction of the said building.
- 11. To sign and apply for sanction of drainage plan, supply of water, sinking of tube well, supply of electricity, installation of transformer, (if necessary) and other utilities, as may be necessary for the





convenience and enjoyment of the residential apartments in the said building to be constructed at the said property.

- 12. To lay-down drainage pipes, sewerage lines, underground electricity lines and other similar lines from the building to be constructed up to the road side and/or mains of the said services and to bear and pay the costs of the same.
- 13. To sign plans and all papers, statements, undertakings declarations and to lodge the same with the Siliguri Municipal Corporation, Siliguri Jalpaiguri Development Authority and other necessary Authorities for having such plan sanctioned, modified and/or altered by the said sanctioning authority.
- 14. To sign and furnish any boundary declaration in respect of the aforesaid property, if required, and get the said boundary declaration duly registered before the appropriate Registering Authority.
- 15. To appear and represent me before the necessary Authorities including Municipal Corporation, Fire Brigade, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, WB Police Traffic and other Departments in connection with the sanction of the plan and/or modification and/or alteration of the sanctioned plans and further to appear before any other authority or authorities for the said purpose.



- 16. To pay all fees, costs, charges and incur all expenses in connection with the sanction and/or modification of the plan for the building at the said property from the date of dismantling the old building/s standing thereon.
- 17. To obtain the sanction plan and such other orders and permission from the necessary authorities as be expedient for sanction and/or modification and/or alteration of the sanctioned plan and to take and receive delivery of the same and all other papers and documents as be required by the necessary authority or authorities.



- 18. To present for execution and registration agreements and/or conveyances for sale or lease and/or transfer of the individual units out of the developer's allocation and for such purpose, to appear before the appropriate authority including Registrar and Sub-Registrar of Assurances.
- 19. To appear before all appropriate authority including Notary Public, Registrar and Sub-Registrar of Assurances, Executive and District Magistrates and any other statutory authority in connection with the enforcement of all the powers and authority as contained herein.
- 20. To institute and defend all actions and proceedings that may arise in connection with and/or concerning the said building to be constructed on the said premises and to bear and pay the expenses thereof and to sign Vakalatnamas and also to sign verify and affirm all pleadings, plaints, written statements, petitions, affidavits, memorandum, cross objections and other instruments required to be filed in connection with the said matters and to enter compromises and refer the disputes to arbitration and enter into arbitration arguments as may be thought fit and proper by the said Attorney.
- 21. To appoint and discharge Lawyers, give instructions adduce written and oral evidence and to take all necessary steps in the said proceedings and actions, as aforesaid.
- 22. To pay and incur all fees, costs, charges and expenses of the said actions and proceedings.
- 23. To obtain the requisite finance for purposes of development of the Project, both from banks, financial institutions and/or private parties and in that regard create any mortgage, lien or charge over the Property and the Project in favour of such banks, financial institutions and/or private parties. Developers therein shall however repay all liabilities and remove any mortgage, charge or lien over the Property and the Project at the earliest opportunity and shall further keep the Owner saved, harmless and indemnified in respect of any claims or losses that the Owner may have to face in this regard.





- 24. To pay municipal and other rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof and to appear before any officer of the aforesaid Municipality or any Court or Tribunal for assessment of valuation and other purposes.
- 25. To sign and enter all correspondence with outsiders, Government Departments, local Municipality and other Authorities and to represent me before all officers and before the Arbitrators Courts, Tribunals in connection with matters of the said building to be constructed at the said property.
- 26. To fix sign board in the name of the Developer's Firm, and to make publicity in the newspaper for sale of flats, car parking spaces/shops etc. of the Developer's allocations on the consideration and upon such terms and conditions as the Attorney shall think fit.
- 27. To enter into an agreement to sell with respect to the Developer's allocation with the intending purchaser/s and to receive earnest money and consideration money from the proposed purchasers.
- 28. To sell or exchange or let out, lease out, with respect to the Developer's property mentioned in the Development Agreement to any person/party on the terms and conditions at the choice of our attorney.
- 29. To realize and receive any advance, sale consideration money, Baina, Salami, Premium, Rent, Lease Premium, Lease Rent etc. with respect to the Developer's allocation mentioned in the Development Agreement from any person/party.
- 30. That all or any amount received by our Attorney on account of sale/lease of the Developer's area shall be the amount of the Developer and we shall have no claim on said amount.



Abhisit Makhoree Sobmaji Morneger

Upon the death or inability of Principals hereof, this Power of Attorney shall not become infructuous, in such event, it shall be the responsibility of their legal heirs to execute additional General Power of Attorney in favour of the Attorney.

AND GENERALLY to do all acts, deeds and things as will be necessary for implementing the said Agreement and for raising and completing the construction of the building on the land of the said property and for disposing of and dealing with the respective shares of flats in the proposed building and also the undivided share in the corresponding thereto in the said building **AND** we hereby confirm and ratify and do agree and undertake to ratify and confirm all the said acts, deeds and things that shall be done by our Constituted Attorney as our own acts, deeds and things as if we were personally present and doing the same.

Nothing herein stated hereinabove shall however construe to confer any right upon the constituted attorney herein to enter in any agreement of sale, lease or transfer in respect of the units falling under **OWNERS' ALLOCATION** as defined in the Development Agreement.

SCHEDULE OF THE LAND

BA

ALL THAT PIECE OR PARCEL of vacant land measuring 4(Four) Kathas, recorded in R.S. Khatian No. 4631/2, appertaining to and forming part of R.S. Plot No. 9902, within Mouza **SILIGURI**, J.L. No. 110(88), Pargana Baikunthapur, Sub-Division Siliguri, situated at Hakimpara in Ward No. 15 of Siliguri Municipal Corporation, under Police Station, Sub-Division & Addl. District Sub-Registry Office Siliguri, District Darjeeling, in the state of West Bengal.

The aforesaid land is butted and bounded as follows:

By the North

Land & House of Sunil Saha;

By the South

Land & House of Ratan Dutta;

By the East

Land & Building of Anath Chandra Paul & others;

By the West

16 ft. wide Pucca Road.



Separate sheet containing the finger print of the Executants, the Attorney and Identifier is annexed herewith forming part of these presents.

IN WITNESS WHEREOF we have executed and signed these presents on this 25 day of July, 2023.

WITNESSES:

1. Voy de Bin

S/o y. Nite chenone Berik Penti Saha

Subhesh felly, Siligmi

1.5. Siliguni OM - Darjeeling

Signature of the Attorney

Attested by us:

Atom Chandle AGNIJIT MukhorJet Lt. Dhomargay Chanden Hakimparey SILIKURI Subhrayir Makhanjee

Signature of the Principals

Drafted by me as per the instructions of the Parties & printed in my office.

C Mo

(SUDAMA MAHATO) Advocate, Siliquri

Enrolment No. WB-1170/2001

EXECUTANTS SHEET

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Subbrajie Mukhenjee SIGNATURE

CLAIMANT SHEET

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IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Joydel Bin

SIGNATURE OF THE IDENTIFIER

Major Information of the Deed

Deed No:	1-0402-01957/2023	Date of Registration	26/07/2023			
7000 NOT		Office where deed is registered				
Query No / Year		A.D.S.R. SILIGURI, Dist				
Query Date	25/07/2023 2:09:41 PM	A.D.S.R. SILICON, DIO	mon Danjeranio			
Applicant Name, Address & Other Details	Sudama Mahato Siliguri,Thana : Siliguri, District : Darj Status :Advocate	eeling, WEST BENGAL, M	obile No. : 9434461808,			
Transaction		Additional Transaction				
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered					
Set Forth value		Market Value				
0001		Rs. 1,08,00,001/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 50/- (Article:48(g))		Rs. 7/- (Article:E)				
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 040201949/2023 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)					

Land Details:

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: HAKIMPARA, Road Zone: (Ward No.15 -- Ward No.15), Mouza: Siliguri, Pin Code: 734001

Sch	5) , Mouza: S Plot Number	Khatian	Land Proposed	Use	Area of Land		Market Value (In Rs.)	Other Details
		RS-4631/2		Bastu	4 Katha			Width of Approach Road: 16 Ft., Adjacent to Metal Road, , Project Name:
	Grand	Total:			6.6Dec	0 /-	108,00,001 /-	

Principal Details:

SI No	Name,Address,Photo,Finger p	Tink and organization		Signature			
1	Name	Photo	Finger Print	Signature			
	Shri Abhijit Mukherjee (Presentant) Son of Late Shanti Mukherjee Executed by: Self, Date of Execution: 26/07/2023 , Admitted by: Self, Date of Admission: 26/07/2023 ,Place : Office			Ashigit muchenose.			
		26/07/2023	LTI 26/07/2023	26/07/2023			
	Raja Ram Mohan Roy Road, Hakimpara, Ward No. 15 Of S.M.C., City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: EDxxxxxx6R, Aadhaar No Not Provided, Status: Individual, Executed by: Self, Date of Execution: 26/07/2023, Place: Office						

)	Name	Photo	Finger Print	Signature
-	Shri Subhrajit Mukherjee Son of Late Shantimay Mukherjee Executed by: Self, Date of Execution: 26/07/2023 , Admitted by: Self, Date of Admission: 26/07/2023 ,Place : Office			Johnson marija e
	. Office	26/07/2023	LTI 26/07/2023	26/07/2023

Raja Ram Mohan Roy Road, Hakimpara, Ward No. 15 Of S.M.C., City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxx2C, Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 26/07/2023 , Admitted by: Self, Date of Admission: 26/07/2023 ,Place: Office

Attorney Details:

Atto	orney Details :
SI No	Name,Address,Photo,Finger print and Signature
	STEEL BUILDERS Sachitra Paul Sarani, Haiderpara, Ward No. 39 Of S.M.C., City:- Siliguri Mc, P.O:- Haiderpara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006, PAN No.:: BBxxxxxx6R,Aadhaar No Not Provided, Status:Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature						
Name	Photo	Finger Print	Signature			
Shri Pintu Saha Son of Late Nisith Saha Date of Execution - 26/07/2023, Admitted by: Self, Date of Admission: 26/07/2023, Place of			Pare James			
Admission of Execution: Office	Jul 26 2023 12:01PM	LTI 26/07/2023	26/07/2023 Mc, P.O:- Rabindra Sarani, P.S: Sey: Male, By Caste: Hindu.			

Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BBxxxxxx6R,Aadhaar No Not Provided Status: Representative, Representative of: STEEL BUILDERS (as Proprietor)

Identifier Details:

Name	Photo	Finger Print	Signature
Shri Joydeb Banik Son of Late Nitai Chandra Banik Subhashpally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			Joy de 6 12mm
	26/07/2023	26/07/2023	26/07/2023

ldentifier Of Shri Abhijit Mukherjee, Shri Subhrajit Mukherjee, Shri Pintu Saha

Trans	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
200 0000		STEEL BUILDERS-3.3 Dec	
5.83		STEEL BUILDERS-3.3 Dec	

Endorsement For Deed Number: I - 040201957 / 2023

On 26-07-2023

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.

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

Presented for registration at 11:54 hrs on 26-07-2023, at the Office of the A.D.S.R. SILIGURI by Shri Abhijit Mukherjee , one of the Executants.

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 1,08,00,001/-

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

Execution is admitted on 26/07/2023 by 1. Shri Abhijit Mukherjee, Son of Late Shanti Mukherjee, Raja Ram Mohan Roy Road, Hakimpara, Ward No. 15 Of S.M.C., P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Shri Subhrajit Mukherjee, Son of Late Shantimay Mukherjee, Raja Ram Mohan Roy Road, Hakimpara, Ward No. 15 Of S.M.C., P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Shri Joydeb Banik, , , Son of Late Nitai Chandra Banik, Subhashpally, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 26-07-2023 by Shri Pintu Saha, Proprietor, STEEL BUILDERS, Sachitra Paul Sarani, Haiderpara, Ward No. 39 Of S.M.C., City:- Siliguri Mc, P.O:- Haiderpara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006

Indetified by Shri Joydeb Banik, , , Son of Late Nitai Chandra Banik, Subhashpally, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 3624, Amount: Rs.50.00/-, Date of Purchase: 24/07/2023, Vendor name: B Paul

Ohyangder

Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I

Volume number 0402-2023, Page from 51571 to 51587 being No 040201957 for the year 2023.



Digitally signed by SANGHA RATNA SYANGDEN

Date: 2023.07.27 14:52:28 +05:30 Reason: Digital Signing of Deed.

Ayangden

(Sangha Ratna Syangden) 2023/07/27 02:52:28 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.

(This document is digitally signed.)