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भारत INDIA INDIA NON JUDICIAL

विञ्ज पश्चिम बंगाल WEST BENGAL

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05-8/0323469

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DEVELOPMENT POWER OF ATTORNEY

(After execution and registration of Development Agreement dt. 23.11.2022. being no. 06210 6917 for the year 2022)

KNOW ALL MEN BY THESE PRESENTS WE, 1. SRI DINESH

GHOSH, son of Late Radhashyam Ghosh, PAN No. BPXPG1224F, by nationality - Indian, by religion - Hindu, by occupation - Retired, residing at



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Adul. Dist. Sub-Hegistra: UTTARPARA: HOOGHIS

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37, B.B.D. Road, P. O. – Hindmotor, P.S. – Uttarpara, District – Hooghly, W.B., Pin – 712233, 2. SMT. SIKHA GHOSH, wife of Mahabir Ghosh, PAN No. DESPG2976F, by nationality – Indian, by religion – Hindu, by occupation – Housewife, residing at 37/B, Battala Bye Lane 2, P. O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, 3. SRI ARLIT GHOSH, son of Mahabir Ghosh, PAN No. ASUPG0948B, by nationality – Indian, by religion – Hindu, by occupation – Service, residing at 37/B, Battala Bye Lane 2, P. O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, 4. SMT. SADHANA GHOSH, wife of Sri Dinesh Ghosh, PAN No. BPXPG1223C, by nationality – Indian, by religion – Hindu, by occupation – Housewife, residing at 37, B. B. D. Road, P. O. – Hindmotor, P. S. – Uttarpara, District – Hooghly, W. B., Pin – 712233, hereinafter called the "OWNERS/EXECUTANTS/PRINCIPALS",

AND

"COZY CONSTRUCTION", (PAN No. AAOFC1695B), a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, by faith- Hindu, by occupation- Business, PAN No. AGRPD2928H, residing at 303, B.B.D. Road, P.O. Hindmotor, P.S. Uttarpara, District Hooghly, Pin-712233, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, Indian citizens, by caste Hindu, by occupation business, PAN No. AYZPK6585D, residing at Flat no.102, 1st floor, 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, Indian citizen, by caste Hindu, by occupation business, PAN No. AKFPD4568B, residing at 50/1, Kotrung Govt. Colony-2, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, PAN No. BKCPS9476B, Indian citizen, by faith Hindu, by occupation business, residing at 120, B. B. D. Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin 712233, 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, PAN No. AFUPG6693L, Indian citizen, by faith Hindu, by occupation business, residing at 125/B, Bireswar Banerjee Street, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin 712232, herein after referred to as "DEVELOPER/ ATTORNEY".

WHEREAS WE, 1. SRI DINESH GHOSH, son of Late Radhashyam Ghosh, 2. SMT, SIKHA GHOSH, wife of Late Mahabir Ghosh, 3. SRI ARIJIT GHOSH, son of Late Mahabir Ghosh and 4. SMT. SADHANA GHOSH, wife Sri Dinesh Ghosh, the OWNERS/EXECUTANTS /PRINCIPALS herein, are jointly seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of Bastu land measuring 04 Cottahs 01 Chittacks 30 sq. ft. be the same or a little more or less together with two storied building having covered area of 3452 sq. ft. standing thereon comprised in R.S. Plot No.1193 under R. S. Khatian No.699 corresponding to L.R. Plot No.1897 under Khatian No.9715, 9698, 9716 and 9697, situated and lying within Mouza - Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality being Municipal Holding No. 37, 37/B and 37/C, Battala Bye Lane 2, P.O. -Hindmotor, Ward No.7, P.S. - Uttarpara, District - Hooghly, Pin - 712233, hereinafter referred to as the "Said premises", morefully described in the "A" Schedule of Property written hereunder free from all encumbrances by paying relevant taxes and khazana to the competent authorities at a regular basis and we have full power to dispose the same.

AND WHEREAS We have entered into an Development agreement with the Developer "COZY CONSTRUCTION", a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, and 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, under the terms and conditions mentioned in the said Development agreement for development of the under scheduled property. The said Development Agreement has been registered on 22/11/2022 at the office of the A.D.S.R. Uttarpara, and recorded therein in Deed No. 06210 69/7 for the year 2022.

AND WHEREAS in continuation and also according to the terms of the said registered Development agreement dated 23/11/2022 being No. 06210 6917 for the year 2022, we have decided to appoint the said Developer "COZY CONSTRUCTION", a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, and 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, as our true and lawful ATTORNEY for development and construction of the multistoried residential building or buildings over the under Scheduled property, which shall be treated as part of the said Development Agreement dt. 23/11/2022 being no. 06210 6917 for the year 2022.

NOW BY THIS POWER OF ATTORNEY we, the OWNERS/ EXECUTANTS/PRINCIPALS above named, do hereby nominate, appoint and constitute "COZY CONSTRUCTION", a Partnership Firm, having it's registered office at 159/1, Radha Gobinda Nagar Road, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 represented by its partners namely 1. SRI DEBASISH DAS, son of Sri Rabindra Nath Das, 2. SRI SAMIR KUMAR KUNDU, son of Late Arun Kumar Kundu, 3. SRI RAJIB DHAR, son of Sri Bishnu Narayan Dhar, 4. SRI PROSENJIT SARKAR, son of Sri Supati Ranjan Sarkar, and 5. SRI ARUP GHOSH, son of Late Nemai Ghosh, as our true and lawful attorney in our names and on our behalf to do execute, all acts, deeds and things herein after mentioned i.e. to say: -

1. To represent appear, sign and act on my behalf in Supreme Court, High court, District Court, Sub divisional court and in all Courts, civil or criminal, whether

criminal or appellate, Revenue officer, settlement officer, B.L.& LR.O. Registration

Office, Certificate Office, post office, and in office or Offices either Central Government or state Government / District Magistrate Office/ Sub Divisional Office /District Board/ Municipal Board or Notified area of any other local authority.

- To sign plaint/written statement/written Objection petition, writ application, Objection appeals / Miss appeal, Cross Appeal, Revision etc./before any Court of Law and to file all application, petitions etc to protect our interest.
- To appoint any Advocate Barrister, Revenue Agent or any other legal practitioner or any person legally authorised to do any act.
- To compromise, compound or withdraw cases to confess judgment to pray and relief and to refer cases to arbitration.
- 5. To file and receive back any documents to deposit money by Challan or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
- To accept service of any summons, notice, writ issued by any court and office against me.
- 7. To purchase, refund of stamp duty, court fees or repayment of stamp or court fees
- 8. To sign in all forms, building plans, Revised building plan, forms, affidavit, bond, deed of amalgamation and or any required papers for the Uttarpara-Kotrong Municipality and to submit the same in the said Municipality and to take delivery all plans, forms from the municipal office.
- 9. To execute any order or any decree and to take delivery of possession of property in execution of any to take payment in execution of money decree.
- 10. To apply to court and offices for copies of documents and papers and to withdraw deeds, documents papers from any court, Office either Government or self-local Government or Government undertaking.
- 11. To apply for the inspection of and to inspect judicial records and any records of any office of offices either Central or state or local Government.
- 12. To execute Agreement for Sale in respect of all flats/shop/garages/constructed spaces in respect of in respect of flats/shop/garages/constructed spaces or areas of the proposed multistoried building or buildings with any person or persons and to receive all advance money and full consideration from the intending purchaser and grant receipt against the same.
- 13. To execute and present any Agreement for Sale, Conveyance or Conveyances, Gift, Lease or any kind of <u>Deed in respect of flats/shop/garages/constructed spaces or areas</u> in the proposed multistoried building for registration, to admit execution and present the same before the

Addl. Dist. Sub Registrar or District Registrar or Registrar of Assurances, Kolkata having authority for and to have the said agreement for sale, conveyance or conveyances Gift, Lease or any kind of Deed registered and to do all acts deeds and things, which our said Attorney shall consider necessary for conveying/transferring the said property to any Purchaser or purchasers or persons as fully and effectually in all respects as we could do the same ourselves.

- 14. To give possession of developer's allocated flats/shop/garages/constructed spaces to the prospective purchasers in the proposed multistoried building or buildings.
- 15. To engage engineer, masons, suppliers, and to construct multistoried building or buildings by the fund of the developer at his discretion.
- 16. To give consent for mutation of names to the proposed purchaser in respective their flats/shop/garages/constructed spaces etc.
- 17. Generally to do all necessary act or acts our Attorneys or agent in relation to the matter aforesaid and all other matters in which we may be interested or concerned and on our behalf to execute and to do all deeds, acts or things as fully and effectually in all respect as ourselves could do if personally being present.
- 18. We hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts deeds and things done by us. We undertake to ratify and confirm all acts whatsoever that our said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

Be it noted that the said Developer/Attorney not hereby obtain or have power to sale or transfer or to enter any agreement for sale in respect any portion or part of Owners' allocated areas as mentioned in the said the said Development Agreement dt. 23/11/2022 and this Power of Attorney shall be treated as part of the said Development Agreement dt. 23/11/2022 being no. 06210 6917 for the year 2022.

. . . .

"A" SCHEDULE OF PROPERTY ABOVE REFERRED TO (The entire land and building)

ALL THAT Piece and Parcel of the "BASTU" land measuring an area of 04 (Four) Cottahs 01 (One) Chittacks 30 (Thirty) sq. ft.be the same or a little more or less together with cemented finished two storied building having covered area of 3452 sq. ft. standing thereon comprised in R.S. Plot No.1193 under R. S. Khatian No.699 corresponding to L.R. Plot No.1897 under Khatian No.9715, 9698, 9716 and 9697, situated and lying within Mouza – Kotrung, J. L. No.8, formerly under A.D.S.R. Office at Serampore presently under A.D.S.R. Office at Uttarpara, within the jurisdiction of Uttarpara-Kotrung Municipality being Municipal Holding No. 37, 37/B and 37/C, Battala Bye Lane 2, P.O. – Hindmotor, Ward No.7, P.S. – Uttarpara, District – Hooghly, Pin – 712233, together with all fittings and fixtures along with all existing electricity, water along with all right to use and enjoy all municipal Road together with right to take electric connection, water connection, construct drain, sewerage line over or under the said road along with easement right, hereditaments, appendages, easements of air and privileges.

The aforesaid entire property is butted and bounded as follows: -

ON THE NORTH: - Municipal Road.
ON THE SOUTH: - Prop. of Ashok Guha.
ON THE EAST: - Municipal Road.

ON THE WEST: - Prop. of Sudip Saha.

The annual rent of the said property is payable to the Collector of Hooghly, which fixed by Block Land & Land Revenue Officer, Serampore-Uttarpara, Circle, on behalf of Government of West Bengal.

IN WITNESSES WHEREOF we the executants have put our signatures on this 23 day of November, 2022.

SIGNED IN PRESENCE OF:--

WITTNESS

1. Ruma Majumdan Dinesh Josh 35/A. A.L Banize What Sikha Ghoth Kommanan

Konnagan

Rim-712235

Satharaghosh

SIGNATURE OF THE OWNERS/ EXECUTANTS/PRINCIPALS

We have accepted this Power of Attorney.

2. Aint Mullick Konnadar Hoodelt.

Cozy Construction (Lines &

Samin Humar Thundu

Rayis Thou

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SIGNATURE OF THE DEVELOPER/ATTORNEY

Drafted by med

(Tapas Chakraborty)

Advocate, (Regd. No. WB/790/1988)

Serampore Court, District Hooghly.

Computer composed by me:

5. Om

Hindmotor, Hooghly.

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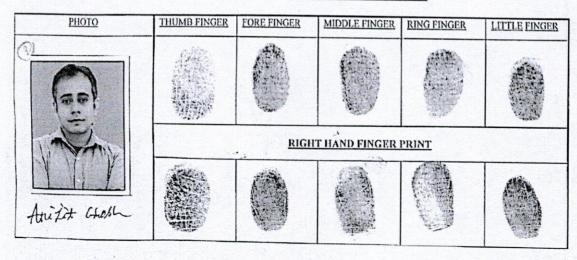
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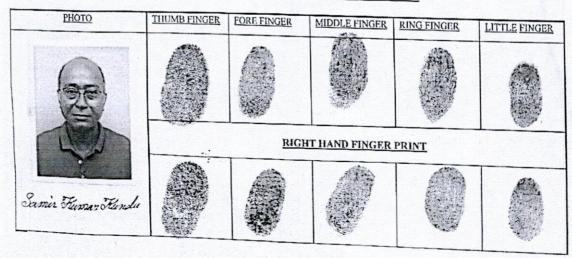
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