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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

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भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AS 369377

Q. No. 800205764/2024
31-7-24
4:15 Pm

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

31 JUL 2024

DEVELOPMENT POWER OF ATTORNEY

after REGISTERED DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT We (1) **SRI SUBRATA CHOWDHURY**, (PAN : BACPC7068R), (Aadhaar No. 6507 8365 7389), son of Late Hirendra Lal Chowdhury, by faith – Hindu, by Nationality – Indian, by occupation – Service, residing at 206/3, Bama Charan Roy Road, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – 24 Parganas (South), (2) **SMT. SIMA DUTTA**, (PAN : AEEPD2084B), (Aadhaar No. 3652 8703 8255), wife of Sri Pradip Kanti Dutta, by faith – Hindu, by Nationality – Indian, by occupation – Service from West Bengal Govt., residing at 193A/6, Picnic Garden, P.O. – Tiljala, P.S. – Kasba, Kolkata – 700039,

District – 24 Parganas (South), West Bengal, (3) **SRI AMAR KRISHNA DEY**, (PAN : ACJPD9078L), (Aadhaar No. 8156 2203 3245), son of Late Nani Gopal Dey, by Faith - Hindu, by Nationality – Indian, by Occupation – Retired Person, residing at 116/51/2, Bama Charan Roy Road, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal and (4) **SMT. ANGANA DE**, (PAN : AXUPD8494L) (Aadhaar No. : 6086 4547 8522), wife of Sri Subhas Chandra Karmakar, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, residing at 116/51/2, Bama Charan Roy Road, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal, hereinafter jointly called and referred to as the "**PRINCIPALS**" of this Power of Attorney, do hereby **SEND GREETINGS.**

WHEREAS 1) **SRI SUBRATA CHOWDHURY**, the Principal No. 1 herein and 2) **SMT. SIMA DUTTA**, the Principal No. 2 herein, being the lawful owner of the undivided 1/3rd share each and 3) **SRI AMAR KRISHNA DEY**, the Principal No. 3 herein, being the lawful owner of the undivided 1/9th share and 4) **SMT. ANGANA DE**, the Principal No. 3 herein, being the lawful owner of the undivided 2/9th share, are jointly possessing and enjoying the **ALL THAT** piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza – Muradpur, Pargana – Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. – Behala, Kolkata – 700034, District – 24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress and egress together with all rights of easements, quasi-easements, all appurtenances thereto without any interruption by anybody by any means by any way, for the sake of brevity it is to be hereinafter called and referred to as "the **SAID PROEPRTY**", morefully described and written in the **FIRST SCHEDULE** hereunder and have been possessing and enjoying the same uninterruptedly by doing all acts of sole owner and paying taxes thereto as lawful sole owner thereof.

AND WHEREAS We, the Principals herein, appointed and engaged (1) **SRI AMIT KUMAR JHA**, (PAN : AFNPJ5047A), (Aadhaar No. 7736 8049 3009), son of Late Rajendra Kumar Jha, by Faith - Hindu, by Nationality – Indian, by Occupation – Business, residing at 253A, Bama Charan Roy Road, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal and (2) **SRI BIRENDRA SINGH**, (PAN : BJVPS1493N), (Aadhaar No. 9440 5979 0207), son of Late Srinath Singh, by Faith - Hindu, by Nationality – Indian, by Occupation – Businessn, residing at 66/2, Sisir Bagan, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal, being the Partners of "**A.B. CONSTRUCTION**", (PAN : ABVFA9273H), a Partnership Construction Firm having its Office at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. : Behala , Kolkata : 700034, District – South 24 Parganas, West Bengal, to develop our said property by executing one Deed of Agreement for Development on 31st day of July, 2024, wherein it was agreed and settled by and between the Parties of the said Deed of Agreement for Development, that the Owners therein and the Principals herein would be entitled to get their respective allocation, morefully and particularly described and written in the PART – I of the **SECOND SCHEDULE** thereunder and **SECOND SCHEDULE** hereunder, together with all common amenities and facilities thereto would to be allotted to the Owners therein and the Principals herein by the said Developer in lieu of the ownership of the said land at said Municipal Premises and other terms and conditions were mentioned and written thereto, which had been registered on 31.07.2024, in the Office of the Additional District Sub-Registrar of Behala, South 24 Parganas, recorded in Book No. I, Volume No. 1607-2024, Being No. 160706725 for the year 2024, hereinafter called and referred to as "**The said Deed of Agreement for Development**".

AND WHEREAS due to reasons stated above we, the Principals herein, have decided to appoint and/or nominate lawful attorney and agent on our behalf in respect of the said property, morefully described and written in the **FIRST SCHEDULE** hereunder below, on our behalf.

NOW THEREFORE, We, 1) **SRI SUBRATA CHOWDHURY**, 2) **SMT. SIMA DUTTA**, 3) **SRI AMAR KRISHNA DEY**, and 4) **SMT. ANGANA DE**, the Principals herein, do hereby nominate, constitute and appoint said (1) **SRI AMIT KUMAR JHA**, (PAN : AFNPJ5047A), (Aadhaar No. 7736 8049 3009), son of Late Rajendra Kumar Jha, by Faith - Hindu, by Nationality – Indian, by Occupation – Business, residing at 253A, Bama Charan Roy Road, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal and (2) **SRI BIRENDRA SINGH**, (PAN : BJVPS1493N),

(Aadhaar No. 9440 5979 0207), son of Late Srinath Singh, by Faith - Hindu, by Nationality – Indian, by Occupation – Businessn, residing at 66/2, Sisir Bagan, P.O. – Behala, P.S. – Behala, Kolkata – 700034, District – South 24 Parganas, West Bengal, being the Partners of "**A.B. CONSTRUCTION**", (PAN : ABVFA9273H), a Partnership Construction Firm having its Office at 253A, Bama Charan Roy Road, P.O. - Behala, P.S. : Behala , Kolkata : 700034, District – South 24 Parganas, West Bengal, as our true and lawful Attorney and they have agreed to shoulder the said responsibilities as our lawful Attorney willfully.

AND WHEREAS We, the Principals herein, have nominated said (1) **SRI AMIT KUMAR JHA**, and (2) **SRI BIRENDRA SINGH**, being the Partners of "**A.B. CONSTRUCTION**", as our true and lawful Attorney and/or Agent in our names and on our behalf to do the following acts, deeds and things in respect of our said property i.e. to say :-

1. To look after, take care and manage all affairs of our said property at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, within the limits of the Kolkata Municipal Corporation (S. S. Unit), under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. – Behala, Kolkata – 700034, District – 24 Parganas (South), West Bengal and for the said purpose and for all other purposes to keep the same under their control.

2. To supervise, manage, control and conduct all sorts of administration in respect of our said property hereinafter stated and to handle all sorts of official matters, letters and correspondences arising in courses of or in relation to matter concerning of our said property.

3. To sign the Building Plan or Plans and to deposit the same before the office of the Kolkata Municipal Corporation (S. S. Unit) for sanctioning the same and to receive the sanction Building Plan or Plans and/or modified or extended or revised thereto, if any, on our behalf from the said Authority by signing their names as our lawful Constituted Attorney.

4. To appear and represent us before the Kolkata Municipal Corporation (S. S. Unit), Building Tribunal and other Authorities concerned regarding any notice received or served on the Principals in respect of the said Municipal Premises and to make representations, prefer appeals, reviews and revisions and for that to sign and submit

all papers, appeals, applications and papers and to appear and make representation for and on behalf of us before the Authorities concerned.

5. To sign and execute any Agreement/s etc. in respect of the Developer's Allocation of the said proposed Multistoried Building together with undivided proportionate share of land and common areas and facilities according to the terms and conditions of the said Deed of Agreement for Development regarding Flat/s, Car Parking Space/s, to be constructed by the Attorney at the said Municipal Premises and to receive from them any earnest money in the name of their said Firm "**A.B. CONSTRUCTION**" and to give or issue valid receipt for the same.

6. To transfer and/or sell or gift the undivided share of land together with portion of the Multistoried Building thereon at the said Municipal Premises except the Owner's allocation thereon as described and written in the **SECOND SCHEDULE** hereunder to the intending Purchaser/s and to receive the earnest money, advance money and total consideration thereof from the intending Purchaser or Purchasers in the name of their said Firm "**A.B. CONSRUCTION**" and to deliver possession thereof and to give the valid money receipts for the same to the intending Purchaser/s.

7. To execute, sign and register the Deed/s of Agreement for Sale, Deed of Sale, Conveyance/s for the different saleable Flat/s, Car Parking Space/Shops and other parts thereof in favour of the intending Purchaser/s and to give possession of the Flat/s, Car Parking Space and to present before the Registrar of appropriate jurisdiction for the registration of the same in our names and on our behalf and to receive consideration money either in cash or by Cheque or in any other mode from the intending Purchaser/s in the name of their said Firm "**A.B. CONSTRUCTION**" and to be credited in the accounts of their said Firm and to give proper receipt and discharge for the same only for the Developer's allocation (except the owner's allocation) as per terms of the said Deed of Agreement for Development.

8. To appear and represent us before the Kolkata Municipal Corporation (S. S. Unit), Kolkata Metropolitan Development Authority, Fire Service Department, West Bengal & Kolkata Police, C.E.S.C. in connection with the said Municipal holding and to sign and execute all the papers and documents wherever necessary on our behalf.

9. To deliver khas and vacant possession of the Developer's allocation only to the intending Purchaser or Purchasers.

10. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and Car Parking Space/s both open and cover and other spaces in Developer's allocation in terms of the said Development Agreement to any intending Purchaser/s at such prices as our said Attorney in their absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.

11. To apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerage, gas and/or power to the said property before all the competent Authorities and Offices and to sing all such application forms and documents as shall be required for the said purposes.

12. To make, supervise and construction of the Building and/or structure according to the sanction Building Plan to be sanctioned by the competent Authority in respect of the said Municipal Premises as mentioned in **FIRST SCHEDULE** hereunder and to that effect to get signed, pursue and collect all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid Department of the competent Authority or by other and when necessary as and/or asked for.

13. To take all legal action/s and/or step/s on behalf of me, if any intending Purchaser/s fail/s to perform his/her/their obligation/s and/or anybody and to sue against any person/s or Authority/s to protect our interest in connection with the said property and/or any parts thereto.

14. To take all steps to protect our interest in respect of our said property, which our said Attorney shall think best, fit and proper.

15. To appear before any Authority or Offices of the Government both state and central Government including The Kolkata Municipal Corporation (S. S. Unit), Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Land Acquisition Office or any other Offices in connection with our said property to do all necessary acts, deeds or things therein which we may be interested or concerned in any manner whatsoever.

16. To pay revenue or taxes in respect of our said property and to receive receipt by signing our names as our lawful constituted Attorney.

17. To lien, charge, mortgage etc. by way of equitable mortgage to any Bank or Financial Institution in respect of the Developer's allocation of the said proposed Multistoried Building at the said Holding as per terms of the said Deed of Agreement for Development, without keeping any liability to us and/or our allocation.

18. To act and represent us in any Courts of Law either Civil, Criminal or Revenue in its initial Original or Appellate Jurisdiction to initiate, prosecute or defend any suits, cases, proceedings or matters of whatsoever nature and to sign and verify all plaints, written statements, verifications, petitions, applications or any other things there which our aforesaid Attorney may deem fit and proper or which he may in their best discretion thinks fit and proper.

19. To appoint Lawyer/s, Advocate/s, Solicitor/s or any Legal Practitioner/s to act and represent us in any matters, suits, cases or proceedings by executing Vakalatnama or power in his/her/their favour or to cancel such appointment by taking releases from him/her/them.

20. To compromise, compound or withdraw cases or be non-suited to refer to Arbitration all disputes or differences.

21. To sign or verify application for execution for decrees or orders of any Court and to Purchaser/s property at Court auction sales in execution of decrees upto the Court of Decree.

22. To take delivery of possession in execution of any decree or decrees.

23.

AND we do hereby ratify or confirm and agree to ratify or confirm all other and whatsoever acts, deeds or things done or to be done or caused to be done by our said Attorney as their own acts, deeds or things by virtue of these presents.

AND GENERALLY to do all acts, deeds, matters and things as agreed upon which our said Attorney may deem fit and proper for the management, control, supervision, better enjoyment of our said property as effectively as we have done, if present personally to do so.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID LAND/PREMISES/PROPERTY)

ALL THAT piece and parcel of one demarcated and separated plot of Bastu land measuring 3 Cottahs 2 Chittaks more or less together one storied building standing thereon having an area of 860 Sq.ft. more or less consisting of Two Bed Rooms, One Drawing cum Dining Room, One Kitchen, One Toilet & One Verandah including Stair & Stair case, finished with Cemented Flooring, in the portion of R.S. Dag No. 3, under R.S. Khatian No. 126 and L.R. Dag No. 5 under L.R. Dag Nos. 6825 to 6829, of Mouza – Muradpur, Pargana – Magura, J.L. No. 13, R.S. No. 192, Touzi No. 74-77-82, within the limits of the Kolkata Municipal Corporation (S.S. Unit) at being Municipal Premises No. 15, Bama Charan Roy Road, vide Municipal Assessee No.41-121-01-0015-9, under Municipal Ward No. 121, corresponding to mailing address 206/3, Bama Charan Roy Road, P.S. – Behala, Kolkata – 700034, District – 24 Parganas (South), West Bengal, with all amenities and facilities thereto, having right to use Southern side 12' wide K.M.C. Road, for free ingress and egress together with all rights of easements, quasi-easements, all appurtenances thereto without any interruption by anybody by any means by any way, which is butted and bounded as follows : -

On the North	::	Property of Binoy Krishna Das,
On the East	::	Property of Keshtra Mohan Chowdhury,
On the West	::	Property of Birla & Co.,
On the South	::	12'-0" Feet wide K.M.C. Road,

SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

THAT the Principals herein would be entitled to get the following -

i) One Flat having covered area 636 Sq.ft. more or less in the Western side of the Ground Floor of the said proposed Multistoried Building.

ii) One Flat having covered area 636 Sq.ft. more or less in the Western side of the First Floor of the said proposed Multistoried Building.

iii) One Flat having covered area 636 Sq.ft. more or less in the Western side of the Second Floor of the said proposed Multistoried Building.

In lieu of their ownership from the Developer herein, within the **FIRST SCHEDULE** property, mentioned herein above, together with proportionate undivided share of land of the **FIRST SCHEDULE** property, with all common amenities and facilities available thereto at the said premises.

IN WITHNESS WHEREOF, we the **Principals** herein have set and subscribed our respective hands and seal on the 31st day of July, Two Thousand Twenty Four (2024).

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :-

Subrata Chowdhury.

Sima Dutta

Amar Krishna Dey

Angana De

Signature of the ***PRINCIPALS***

WITNESSES :-

1. Kanchan Maity
34/1, M. B. Road
Behala
Kolkata - 700060

2. Jayanjit Ghosh
S/O PRAFULLA KUMAR GHOSH
57/F/1 Biren Roy Road
Kolkata - 700008

Accepted by us

A. B. Construction

Partner

Partner

Drafted & Prepared by me as per Instruction & document supplied by the parties hereto.

Mr. Sushanta Kumar Maity
Advocate,
(Enrol no. – WB/2082/2002)
Alipore Judges Court,

Signature of the ***ATTORNEY***

Computer Print at :
34/1, Mahendra Banerjee Road, Kolkata - 700 060,
By : Kanchan Maity
Kanchan Maity

f Registration under section 60 and Rule 69.

d in Book - I

number 1607-2024, Page from 182229 to 182250

No 160706733 for the year 2024.

Seal of the Additional District Sub-Registrar, Behala, 24 Parganas

Digitally signed by SOURAV CHAKRABORTY
Date: 2024.07.31 17:25:46 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakraborty) 31/07/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.