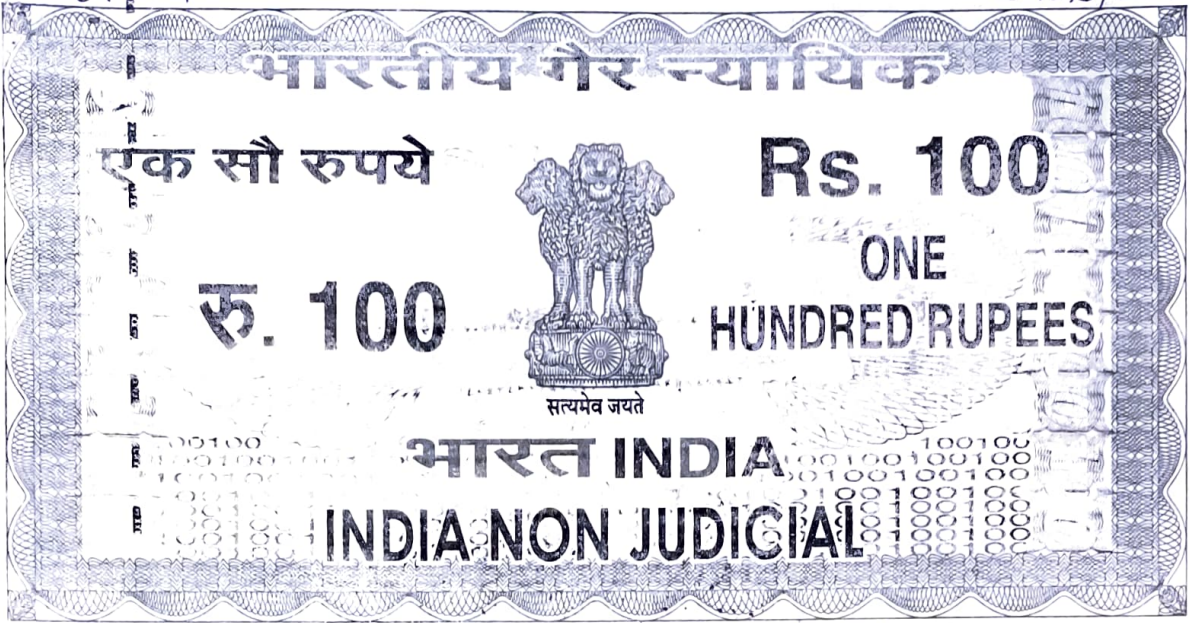


01/13/23

I-1573/2023



पश्चिम बंगाल WEST BENGAL

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.

AM 686795

District Sub-Register-II
Alipore, South 24-Parganas

08 FEB 2023

--: DEVELOPMENT POWER OF ATTORNEY :--

AFTER REGISTERED DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS OF THIS GENERAL

POWER OF ATTORNEY THAT We, 1. SRI SAMIR BANERJEE

son of Late Anil Chandra Banerjee, having his PAN -

BBU|PB1885J, Aadhaar No. 3991 0730 2549, by Occupation -

Retired Person, residing at 73/1, Naskar Para Road, P.O.

Paschim Putiary, Police Station - Thakurpukur now Haridevpur,

Kolkata - 700041, in the District South 24 Parganas, 2. SMT.

RATNA BANERJEE, wife of Sri Arun Banerjee, having her PAN -

DCDPB4652K, Aadhaar No. 4654 0421 3014, by Occupation -

- :: (2) :: -

Housewife, residing at 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, **3. SRI JANARDAN BANERJEE**, son of Late Nandalal Banerjee, having his PAN - BAZPB6644M, Aadhaar No. 6002 8241 7983, by Occupation - Retired Person, residing at BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700061, in the District South 24 Parganas, **4. SRI RANJAN BANERJEE**, son of Late Narayan Chandra Banerjee, having his PAN - AVIPB0795L, Aadhaar No. 4415 7260 0343, by Occupation - Service, residing at 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian, hereinafter jointly and collectively called the **EXECUTANTS** :-

WHEREAS One Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee was sole and absolute lawful owner seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less an area of 4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft.,

- :: (3) :: -

lying and situated at Mouza - Haridevpur, J.L. No. 15, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in Khatian No. 628, appertaining to R.S. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, within the limits of Ward No. 115 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, by virtue of a registered Deed of Conveyance, executed on 12.05.1967, duly registered in the office of Sub-Registrar of Alipore, South 24 Parganas recorded in Book No.I, Being No. 3216 for the year 1967 from its the then owner namely Sasanka Sekhar Banerjee, son of Late Jnanda Prosad Banerjee at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchased the land said Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee duly mutated her name in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 85, Naskar Para Road, P.S. Thakurpukur now Haridevpur, Kolkata - 700041**, under KMC Ward No. 115 and she has/had paying corporation taxes in her name in the records of **KMC Assessee No. 41-115-09-0085-6**.

- :: (4) :: -

AND WHEREAS thereafter said Maya Banerjee died intestate on 14.01.1980 leaving behind her one son Samir Banerjee, three daughters namely 1. Ratna Banerjee, 2. Jhupu Banerjee, since deceased and 3. Rupu Banerjee, since deceased, as her only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956. Be it mentioned that husband of the said Maya Banerjee namely Anil Chandra Banerjee died intestate on 17.06.1991.

AND WHEREAS said Rupu Banerjee while seized and possessed of her respective share of land died intestate on 13.10.2011 leaving behind her only son Ranjan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956. Be it mentioned that husband of the said Rupu Banerjee namely Narayan Chanda Banerjee died intestate on 29.07.2015.

AND WHEREAS said 1. Samir Banerjee, 2. Ratna Banerjee, 3. Jhupu Banerjee, since deceased and 4. Ranjan Banerjee while jointly seized and possessed of the said land duly recorded their names in the records of the B.L. & L.R.O. and finally, fully

and absolutely published their names in the records of rights under L.R. Khatian Nos. 5689 (Samir Banerjee), 5687 (Jhupu Banerjee), 5913 (Ratna Banerjee) and 5916 (Ranjan Banerjee) in respect of the said land.

AND WHEREAS said Jhupu Banerjee while seized and possessed of her respective share of land died intestate on 20.05.2020 leaving behind her husband Janardan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956.

AND WHEREAS in pursuance to the above said **1. SRI SAMIR BANERJEE** son of Late Anil Chandra Banerjee, of 73/1, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, **2. SMT. RATNA BANERJEE**, wife of Sri Arun Banerjee, of 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, **3. SRI JANARDAN BANERJEE**, son of Late Nandalal Banerjee, of BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata -

700061, in the District South 24 Parganas, **4. SRI RANJAN BANERJEE**, son of Late Narayan Chandra Banerjee, of 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, being the Present Principals/Executants herein are absolute lawful joint owners of **ALL THAT** piece and parcel of **bastu land** measuring more or less an area of **4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., TOGETHER WITH brick built tile shed structure, having an area more or less 650 Sq.ft. with cemented floor finished** now standing thereon, lying and situated at **Mouza - Haridevpur, J.L. No. 15**, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, **comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42**, under **Police Station - Thakurpukur now Haridevpur**, being **KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. Behala, D.S.R. at Alipore** and accordingly the Present Principals/Executants herein jointly seized and

- :: (7) :: -

possessed the said land by paying rents and taxes to the competent authority without any lets or hindrances, free from all encumbrances.

AND WHEREAS the Present Principals/Executants herein while jointly seized and possessed of the said land duly constructed brick built tile shed structure over the said land at their own costs, expenses and efforts, free from all encumbrances.

AND WHEREAS the Executants entered into Development Agreement dated 08/02/2023 with **UTTARAN CONSTRUCTION**, PAN - AAFFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely **1. SMT. CHUMKI SARKAR**, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas and **2. SMT. SUJATA MONDAL**, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O.

Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, with certain terms and conditions, mentioned therein and accordingly the said Development Agreement, duly registered in the office of D.S.R.-H at Alipore, recorded in Book No.I, Volume No. 1602-2022, Being No. 160201496 for the year 2023 and the Executants hereto thus became entitled to the absolute sixteen annas owners of the Schedule "A" Property and the Executants has been enjoying all rights, title and interest free from all sorts of encumbrances.

AND WHEREAS due to our personal difficulties and also not in a position to look after, manage, control, supervise, maintain our such property as which has been mentioned and written in the Schedule below and it has been expedient and necessary to appoint and engage an **ATTORNEY** in connection with the Schedule mentioned property, who will properly look after, manage, control, supervise and proper administer our such property on our behalves.

NOW ALL MEN BY THESE PRESENTS THAT We, the above named Executants herein have appoint, nominate and

constitute **UTTARAN CONSTRUCTION**, PAN - AAFFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely **1. SMT. CHUMKI SARKAR**, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas and **2. SMT. SUJATA MONDAL**, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, as our true and lawful attorney to do the following acts, deeds, things and matter on our behalves in connection with the Schedule below property that is to say :-

1. To lookafter, manage and control the aforesaid schedule below property as mentioned hereunder and hereinafter referred to as the said property on our behalves.

2. To represent us before all the office/offices concerned and also like such KMC authority and to sign all papers, documents on our behalves for mutation of our names in respect of the relevant papers and the KMC and to appear in all hearing before the authorities of the KMC for such mutation, raising objections and/or appeals on our behalves against the excess valuation assessed by the KMC and also to prefer appeal before the appropriate authorities and represent us at the time of hearing of such objection of appeal on our behalves and also to sign building plans thereof.
3. To sign and submit proposed building plan with our consent and sign on our behalves by the said Attorney for residential purposes.
4. To sign and/or submit the proposed building plan or any revision plan with our consent and sign before the Kolkata Municipal Corporation by the said Attorney on our behalves.
5. To sign for and obtain all necessary sanction clearances of the said Premises by the said Attorney on our behalves.
6. To appear for and represent us before any competent authority tribunal authority arbitrator or revenue,

administrative Civil Criminal, Jurisdiction relating to the any matters concerning the said property as per mentioned and written in the Schedule below on our behalves.

7. To institute any case or defend any suit, proceedings, appeals revision, injunction, proceedings, enquiry, claims etc. relating to the said property on our behalves.
8. To appoint and/or engage any legal practitioner, Solicitors, Auditor, Valuer, Assessor, Arbitrators, and/or any legal Practitioner or any Advocate or Advocates other person or persons and to sign, execute and deliver all vokatnamas, Ekrarnamas, show causes petition etc. for the aforesaid purposes on our behalves.
9. To sign, execute, submit or deliver all complaints, written statement objection, memorandum of appeal, applications, revision, injunction, petitions, and all other appeals and papers, documents and exhibits for the aforesaid purposes.
10. To visit and represent our before all the West Bengal Govt. Office or Offices concerned and/or central Govt. Office, Thika Tenancy Office or Offices concerned and all other offices concerned smooth management of our said property

- :: (12) :: -

as per stated and written in the Schedule hereunder on our behalves.

11. To apply and for to pay all rates, taxes, and revenues, charges, expenses outgoings payable for and on the account of the said property or any part thereof and similar to receive any such money and discharge receipt as income, rents, awards, compensations etc. receivable for and on account of the said property as per mentioned and written in the Schedule below and after deduction of all such outgoings to deposit the same on our bank accounts with proper acquaintance.
12. To apply for and obtain electricity (CESC), gas, water, water fees, sewerage/drainage, drainage fees or any other civil commotion, amenities, telephone and other utilities in the said property on our behalves in our names.
13. To execute and make any Deed of Conveyance or Deeds, any Kind of Declaration before the Kolkata Municipal Corporation as well as competent authority or other documents for registration when to be executed by our said Attorney only the Developer's Allocation and to admit,

execution and registration thereof before the registering authority or authorities concerned like as such registrar of Assurance, Kolkata, District Sub-Registrar of Alipore, Additional District Sub-Registrar of Alipore or like any such other registering office or offices concerned and also put his signature as and when require in the said Indentures on our behalves, in our names.

14. That Executants herein bound to signature or signatures into the relevant documents, papers regarding to the Deed of Conveyance prior and/or in future to the hand over the lawful physical possession of the Owners' allocation only when as necessary.
15. To make any kind of agreement or agreements with any purchaser or purchasers in respect of the Schedule below property on our behalves and to register the Deed of Conveyance on our behalves in favour of such intending purchaser or purchasers, name or names and to receive consideration money under allocation of the Developer's share only.

16. To book the unit/flat in the said proposed building under Developer's Allocation only on behalves of us and in that regard the attorney shall have entered into an agreement for Booking Only without having sale right in any manner whatsoever save and except of Owner's Allocation.
17. To sign all the receipt or receipts which to be registered by our said Attorney in favour of the intending purchaser or purchasers in respect of the Developer's share of allocation only and also handed over the same to such intending purchaser or purchaser on our behalves.

AND GENERALLY to do all other acts, deeds, things and matters as may be necessary from time to time by our said Attorney in this absolute discretion signature, which they may deem fit and proper, think necessary to do so or perform for the aforesaid property purposes.

AND We do hereby agree and undertake to ratify and confirm all such acts, deeds and things which our said Attorney may lawfully, do execute and caused to be done, performed by virtue of this Development Power of Attorney.

- :: (15) :: -

SCHEDULE "A"

ALL THAT piece and parcel of **bastu land** measuring more or less an area of **4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., TOGETHER WITH brick built pucca single storied building, having covered area more or less 650 Sq.ft. with cemented floor finished** now standing thereon, lying and situated at **Mouza - Haridevpur, J.L. No. 25, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, being KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, TOGETHER WITH all easement rights and appurtenances thereto of the said property, and the same is butted and bounded as follows :-**

- ON THE NORTH** : Land under Dag No. 42.
- ON THE SOUTH** : 20 ft. wide Naskar Para Road.
- ON THE EAST** : Land of Baburali & others.
- ON THE WEST** : Land of Achyut Kumar Bose.

SCHEDULE "B"
(Owners' Allocation)

The Owners shall get 50% total F.A.R., as per sanction plan duly sanction by the Kolkata Municipal Corporation that means Five Flats out of which Two Flats on the First Floor, in the Western side, Front and Bacck portion respectively, One Flat on the Second Floor, in the Eastern side and Two Flats on the Third Floor, in the Western side, Front and Back portion along with 50% Car Parking Space respectively of the proposed G+III Storied building in finished and complete habitable condition and apart from the above.

SCHEDULE "C"
(Developer Allocation)

The Developer shall get remaining 50% total F.A.R., as per sanction plan duly sanction by the Kolkata Municipal Corporation that means Remaining Flats on the First Floor, Second Floor and Third Floor along with Car Parking Spaces/Spaces of the proposed G+III Storied building in finished and complete habitable condition will be treated as the Developer's Allocation after providing the Owners' allocation as mentioned above, the aforesaid Developer's Allocation.

- :: (17) :: -

IN WITNESS WHEREOF We, the Executants hereby subscribed our signature this the 8th day of February, Two Thousand and Twenty Three (2023).

SIGNED, SEALED AND DELIVERED

In the Presence of :-

1. Pankaj Das
25/2, Neskantana Road
Kolkata - 41.
2. Manabendra Samkar
5/222, Paschim Putiaary
Kolkata - 700041

Ratna Banerjee
Ranjana Banerjee
Samir Banerjee

SIGNATURE OF THE EXECUTANTS

Drafted by me,

Shib Shankar Bhattacharya
W/81/613/1980

Advocate

Alipore Police Court
Kolkata - 700027.

Computerised Printed by :

Kuntal Mukherjee

Uttaran Construction
Partner
Partner
SIGNATURE OF THE ATTORNEY