7378/2024 I 7605/2024

भारतीय गैर न्यायिक

Rs. 100

ONE HUNDRED RUPEES

INDIA NON JUDICIAL

AU 502582

पश्चिमवंग पश्चिम बंगाल WEST BENGAL

8-8071683239/24

02.07.24 The document is admitted to registration, the endorsement sheets the signature sheet attached with this deed are part of the document

Addl. Dist. Sub-Registrar
Sadar Malda.

Sagar Saha

Prop. G.P. Enterprise
Partner

Prop. G.P. Enterprise
Pradip kumar Saha
Partner

12 JUL 2024

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, We, (1) **UTTAM KUMAR SAHA**, son of Late Amulya Kumar Saha, by caste- Hindu, by profession- Business, at present residing at Mahananda Colony, P.O. – Mangalbari, P.S. &Dist – MALDA, Pin – 732142 (W.B.), PAN No. APUPS0387M (2) **SRI SAGAR SAHA**, son of Uttam Kumar Saha, aged about 30 years, by caste- Hindu, by profession- Business, at present residing at Mahananda Colony, P.O.– Mangalbari, P.S. & Dist – MALDA, Pin– 732142 (W.B.) PAN No. FIFPS4755E, both are Indian Citizen *(hereinafter referred to as the "OWNER"), hereinafter referred to as follows:-*

Manoj Kr. Das
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT No. F 88/780/08
02/07/2024

For, S.P. Enterprise
Partner

For, S.P. Enterprise
Partner

WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, 530, 830, 21, R. S. Plot No-1599, 1572 & 1571, Corresponding to L.R. Plot No. 1740, 1723 & 1722 total area- 34.578 decimal out of 37.878 decimal own and possessed by me i.e. the Owner No. 1 by the virtue of Registered Deed of Partition being No. 12472 dated 26.12.1990, Deed of Sale being No. 5712 dated 02.06.1992, Deed of Sale being No. 146 dated 09.01.1998, Deed of Sale being No. 2620 dated 02.05.2006, Deed of Sale being No. 4520 dated 26.04.2013, Deed of Sale being No. 4471 dated 30.03.2012/ 02.04.2012, Sale Deed being No. 1274 dated 09.02.2009/ 10.02.2009 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 2350.

AND WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, R. S. Plot No-1599, Corresponding to L.R. Plot No. 1740 total area- 3.30 Decimal out of 37.878 decimal own and possessed by me i.e. the Owner No. 2 by the virtue of Registered Deed of Sale being No. 8677 dated 08.08.2013 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 11909.

AND WHEREAS during joint possession the above all the we have entered into Development Agreement bearing deed No. 7563 executed on 29.06.2024 and registered on 02.07.2024 with **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. – English Bazar, Dist – MALDA, Pin – 732103(W.B.) represented by its partners **(1) SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN-ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin.- 732101

Manoj Kr. Das
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT No. F 811/780/03

For, S.P. Enterprise
Soumitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

(W.B), **(2) SRI PRADIP KUMAR SAHA,** Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-Mistritola, Dakshin Lakshmipur, P.O. – Shershahi, P.S.-Kaliachak, Dist- Malda, Pin.- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen.

AND WHEREAS as per the said Registered Development Agreement, we agreed to appoint, authorize, nominate and constitute jointly **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. – English Bazar, Dist – MALDA, Pin – 732103(W.B.) represented by its partners **(1) SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.-Englishbazar, Dist- Malda, Pin.- 732101 (W.B), **(2) SRI PRADIP KUMAR SAHA,** Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.- Mistritola, Dakshin Lakshmipur, P.O.– Shershahi, P.S.- Kaliachak, Dist- Malda, Pin.- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen as our true and law full attorney to do all acts, deeds and things jointly as required for the purpose of fulfillment of the terms and conditions of the said agreement and the commercial gain over of the said property.

NOW BY THESE PRESENCE, we do hereby appoint, authorize, nominate and constitute jointly **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. – English Bazar, Dist – MALDA, Pin – 732103(W.B.) represented by its partners **(1) SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin.- 732101 (W.B), **(2) SRI PRADIP KUMAR SAHA,** Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-

Manoj Kr. Das.
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT No. F 06/780/03

Mistritola, Dakshin Lakshmipur, P.O. – Shershahi, P.S.- Kaliachak, Dist- Malda, Pin.- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen as our true and law full attorney to do for us in our names and on our behalf all or any of the followings acts, deeds and things for the purpose of the said Development works.

1) To look after, manage and maintain our said property during the course of the said development.

2) To enter into the said premises either jointly or severally or along with others for the purpose of the proposed development work and for such purpose to construct proposed multistoried building upon the said land according to the proposed building plans to be prepared and signed by the Attorney and sanctioned by the English Bazar Municipality.

3) To appoint Engineer, Contractor and Labour for construction of the said building and to make payment to them.

4) To supervise the development work in respect of the new construction and to carry out and/ or to get carried through contractors, sub-contractors, Architects and surveyors as may be required by the said Attorney, construction of the proposed building and structures on the said property as per the sanctioned plans.

5) To carry on correspondence with and represent us before all concerned authorities in connection with the development of the said property.

6) To spend money for such construction of the building according to their discretion and at their own costs and expenses.

7) To pay various deposits to the English Bazar Municipality and other concerned authorities as may be necessary for the purpose of Sanction of the proposed

For S.P. Enterprise
Partner

For S.P. Enterprise
Partner

building plan and/or modified or revised plan for carrying out the development work on the said property and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual receipt in our names and on our behalf in connection with the refund of such deposits.

8) To approach authorities and offices for the purpose of obtaining permissions and other services including water and electricity for carrying out and completing the development / construction of the proposed building.

9) To apply from time to time for the modification of the building plan in respect of the building to be constructed on the said property.

10) To collect different building materials at his own cost expenses, risks and responsibilities for such constructions.

11) To execute and enter into agreement for sale or transfer of the proposed building with such persons and on such terms and conditions and for such consideration as the said Attorney may in their absolute discretion think fit and proper.

12) To execute Deed of sell, transfer, Gift, Lease and demise all or any of the Spaces / units (except our allocation) to different persons on Ownership basis and/ or in any other manner as might be thought fit by the said Attorney at the price or for the amount that the Attorney may think fit and proper.

13) To collect and receive of and from the prospective buyers/ transferee of such Spaces the price or rent or premium of such space, or space that will be paid by such person or persons and for that act or purpose to make sign and execute and/or give proper and lawful discharge for the same.

14) To receive the entire consideration money, finalize the transaction and get the sale deed executed and registered and to execute proper conveyances for the different

Spaces or parts thereof in favour of the transferee on our behalf in respect of the proposed building.

15) To appear on our behalf in all courts, L.A. collector, Board of Revenue, English Bazar Municipality, Tribunals, Public Bodies, competent authorities appointed under any act.

16) To make, sign, execute, verify, present and file all applications, plaints, petitions, written statements, vakalatnamas or any other documents as deemed necessary in the opinion of the Attorney or be made, signed, executed presented or filed in any court of law or elsewhere in connection with any proceedings in respect of the said property of the development works.

17) To appoint, nominate and retain Advocate and Revenue/Marketing Agents from time to time, as occasion shall require.

18) To appoint one or more persons as agent and substitute to exercise all or any of the powers hereby conferred.

19) To collect building materials and pay the costs thereof.

AND WE HEREBY declare that this Power are given in favour of the said Attorney in support of the registered development agreement being No. 7563 executed on 29.06.2024 and registered on 02.07.2024 before the ADSR Malda.

AND WE HEREBY declare that the powers and authorities hereby granted of this Power of Attorney will be in force till completion of sale/Transfer in favour of the intending purchasers of the entire multistoried building as per the registered develop Agreement bearing No 7563 executed on 29.06.2024 and registered on 02.07.2024 registrar before the ADSR Malda.

Uttam Saha

Sagar Saha

For S.P. Enterprise
Sumitra Choudhury
Partner

For S.P. Enterprise
Pradip Kumar Saha
Partner

AND GENERALLY to perform all other acts, deeds and things which would be necessary from time to time for the said construction and for the transfer of the proposed building and all acts, deeds or things lawfully done by our attorney shall be constructed as acts done by us and we shall ratify and agree to ratify and confirm the same.

SCHEDULE PROPERTY

All That piece and parcel of land measuring 37.878 Decimal in total out of which 34.578 Decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, 530, 830, 21, L.R. Khatian No. 2350, R. S. Plot No-1599, 1572 & 1571, Corresponding to L.R. Plot No. 1740 area- 14.80 decimal, 1723 area- 18.39 decimal, & 1722 area- 1.388 decimal, under Ward No. 18 of Old Malda Municipality own and possessed by **Uttam Kumar Saha i.e. owner No. 1** and measuring 3.30 Decimal out of 37.878 decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, L.R. Khatian No. 11909, R.S. Plot No-1599, Corresponding to L.R. Plot No. 1740 area- 3.30 decimal under Ward No. 18 of Old Malda Municipality own and possessed by **Sagar Saha i.e. Owner No. 2.**

The Land Butted and Bounded by:

NORTH: - Bulbul Chandi Road (40 feet wide metal road)

SOUTH: - Land owner

EAST: - Land owner & Sidam Das and Ranjan Biswas

WEST: - Land owner & Ganesh Saha

Manoj Go. Das.

Sajal Saha

For, S.P. Enterprise
Soumitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

IN WITNESS WHEREOF we have executed this Power of Attorney and signed on this 2nd day of July, 2024.

SIGNED AND DELIVERED
IN THE PRESENCE OF :-

Dipankar Das
S/o Late. Madhab Ch Das
Vill- Natungally
P.O - Mangalbare
P.S & Dist- Malda

Ranjit Singh
C/o Dilip Singh
North Balucharr
Malda

Sajal Saha

(Signature of Executants)

For, S.P. Enterprise
Soumitra Chowdhury
Partner

For, S.P. Enterprise
Pradip kumar Saha
Partner

(SIGNATURE OF THE ATTORNEY)

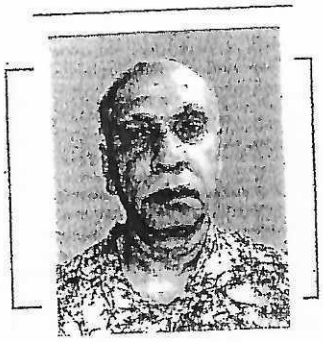
Drafted By : *Manoj Kumar Das*
Manoj Kr. Das.
02/07/2024
Advocate, Malda.
Enrolment No. F-911/790/2003

Typed By : Kishore Paul
Kishore Paul
Kishore Computer Centre
S.P. Road, Malda

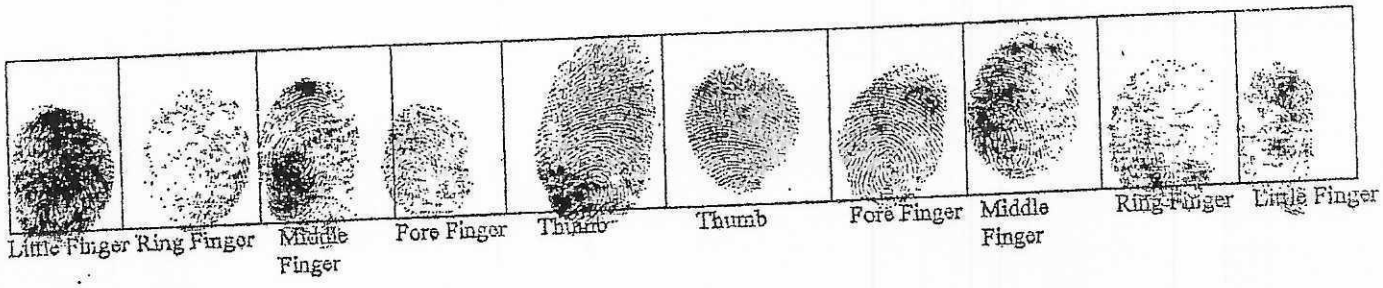
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT NO. F-911/790/03

ADDITIONAL SHEET

Left Hand Finger Print



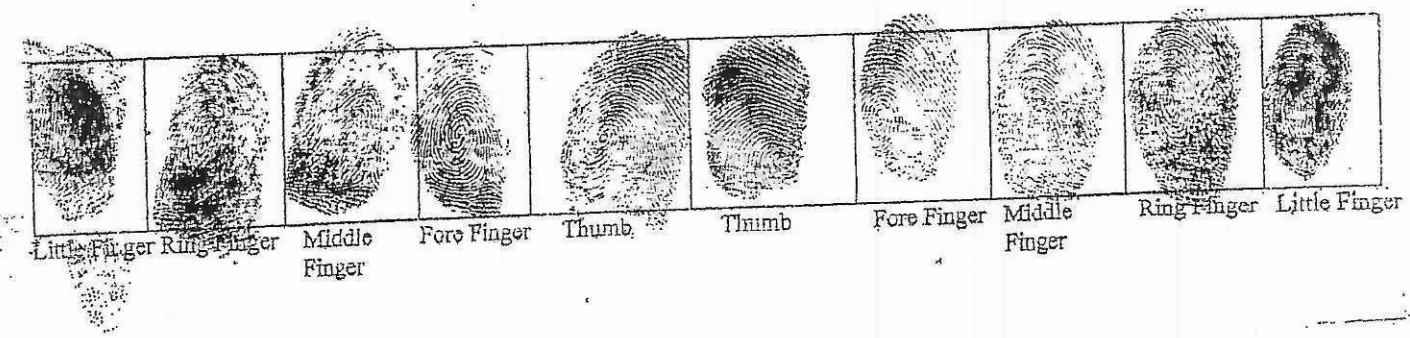
Right Hand Finger Print



Signature:.....

Left Hand Finger Print

Right Hand Finger Print



Signature:.....

ADDITIONAL SHEET

Left Hand Finger Print
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Right Hand Finger Print
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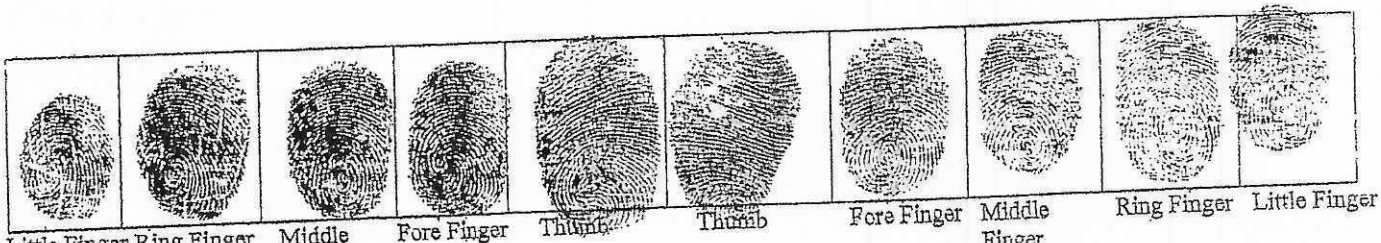

Little Finger Ring Finger Middle Finger Fore Finger Thumb Thumb Fore Finger Middle Finger Ring Finger Little Finger

For, S.P. Enterprise

Signature: Soumitra Chowdhury

Partner

Left Hand Finger Print
↓

Right Hand Finger Print
↓

Little Finger Ring Finger Middle Finger Fore Finger Thumb Fore Finger Middle Finger Ring Finger Little Finger

For, S.P. Enterprise

Signature: Pradip Kumar Saha

Partner

Prepared by
Sanjit Das
Sanjit Das (Amin)
Govt. Reg.-17787080708
Schoolpara, Mangalbari Mat
10/4/24