



Sagar Saha

For, S. P. Enterprise  
Soumitra Chowdhury  
Partner

For, S. P. Enterprise  
Pradip Kumar Saha  
Partner

KNOW ALL MEN BY THESE PRESENT, I, SRI SAGAR SAHA, son of Uttam Kumar Saha, PAN No. FIFPS4755E, 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, West Bengal, Indian Citizen *hereinafter referred to as the "OWNER",* *hereinafter referred to as follows:-*

WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284, R. S. Plot No-1572, Corresponding to L.R. Plot No. 1723 total area- 2.2 Decimal own and possessed by me by the virtue of Registered Deed of Sale being No. 8677 dated 08.08.2013 and during possession I have recorded my name in L.R.R.O.R. being Khatian No. 11909

AND WHEREAS my above property has been mentioned in First Schedule below.

AND WHEREAS during possession I have entered into Development Agreement bearing deed No. 13,333... Dated 13/09/2014 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 (W.B), (2) SRI PRADIP KUMAR SAHA, Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-Mistritala, 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, I agreed to appoint, authorize, nominate and constitute (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.-Mistritol, 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 both partner of the **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) as my 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, I do hereby, appoint, authorize, nominate and constitute (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.-Mistritol, 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 both partner of the **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) as my true and law full attorney to do for us in my names and on my 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 my 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

Sofia Saha

For, S.P. Enterprise  
Luminous Choudhury  
Partner

For, S.P. Enterprise  
Pradip Kumar Saha  
Partner

according to the proposed building plans to be prepared and signed by the Attorney and sanctioned by the Old Malda 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 Old Malda Municipality and other concerned authorities as may be necessary for the purpose of Sanction of the proposed 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 my said Attorney and to give valid and effectual receipt in my names and on my 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.

For S.P. Enterprise  
*Granita Chudhury*

Regd. : C. P. Enterprises;  
**Pradeep Kumar Saha**  
Partner

- 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 my 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 my behalf in respect of the proposed building.
- 15) To appear on my behalf in all courts, L.A. collector, Board of Revenue, Old Malda 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 courts 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.

Manoj G. Das  
MANOJ KUMAR DAS  
ADVOCATE, MALLA  
ENROLLMENT NO. PEBH/765/03

Sarker Saha

For S.P. Enterprise  
Gommitra Chatterjee  
partner

For S.P. Enterprise  
Pradip Kumar Saha  
Partner

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. 13,333. Dated 13/09/2024 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 13,333. Dated 13/09/2024 before the ADSR Malda.

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 my attorney shall be construed as acts done by me and I shall ratify and agree to ratify and confirm the same.

#### SCHEDULE PROPERTY

All That piece and parcel of land measuring 2.20 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-1572, Corresponding to L.R. Plot No. 1723 area- 2.20 decimal under Ward No. 18 of Old Malda Municipality own and possessed by me.

#### **The Land Butted and Bounded by:**

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

SOUTH: - Land owner

EAST: - Land of Rabinda Ghosh

WEST: - Land of Ganesh Saha

Sagar Saha

For, S.P. Enterprise  
Gourmitra Chowdhury  
Partner

For, S.P. Enterprise  
Pradip Kumar Saha  
Partner

IN WITNESS WHEREOF we have executed this Power of Attorney and signed on  
this 13<sup>th</sup> day of September, 2024.

SIGNED AND DELIVERED

IN THE PRESENCE OF :-

Sagar Saha  
Late. Madhale Ch. Das  
N. Nataraj  
Mangalbari  
S&Sif. Malda

Sagar Saha

(Signature of Executants)

For, S.P. Enterprise  
Gourmitra Chowdhury  
Partner

For, S.P. Enterprise  
Pradip Kumar Saha  
Partner

(SIGNATURE OF THE ATTORNEY )

Manoj Kumar Das  
Drafted By : Manoj Kumar Das

13/09/2024

Advocate, Malda.  
Enrolment No. F-911b/790/2003

Typed By : Kishore Paul

Kishore Paul  
Kishore Computer Centre  
S.P. Road, Malda