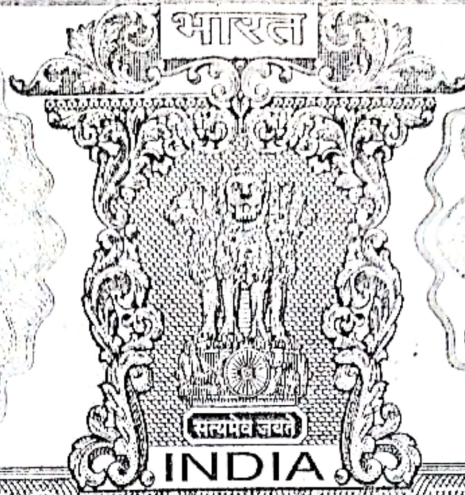


002850/18

I-2584/18

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 395960

Q. 01  
26/8/18

Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with this document are the part of this document.

*[Signature]*  
District Sub-Registrar-V  
Alipore, South 24 Parganas

03.10.18

## DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS We, (1)

SRI BENOY HAZRA (PAN- AGDPH5099R), son of Late

Gorachand Hazra, by faith - Hindu, by occupation -

Business, by Nationality - Indian, residing at 14, Garfa

Sitala Mandir Road, Kolkata - 700075 and (2) **BRI DEB PRASAD MAZUMDER**, (PAN: **AEVPM3477H**), son of Khagendra Nath Mazumder, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 15/3, Garfa Sitala Mandir Road, Kolkata-700075, hereinafter called the "**PRINCIPALS (OWNERS)**"

**SEND GREETINGS**

**W H E R E A S** by virtue of a registered Deed of Settlement dated 26/07/1993, registered in the Office of the District Sub-Registrar, Alipore, South 24- Parganas and recorded in to Book No. I, Being No. 10225 for the year, 1993, the **OWNER No. 1** herein, acquired a piece and parcel of land measuring land area of 6 (Six) Cottahs 3 (Three) Chittacks 10 (Ten) Sq.ft. more or less within K.M.C. Ward No. 104, known as K.M.C. Premises No. 44, Garfa Sitala Mandir Road, Kolkata - 700 075, situated in Mouza - Garfa, J.L. No. 19, Touzi Nos. 12, 13 and 10, R.S. No. 2, comprising in portion of R.S. Dag No. 787, under R.S. Khatian No. 554, District : South 24- Parganas, from her grandmother namely, Smt. Nandarani Hazra, wife of Late Bipin Behari Hazra, residing at residing at 14, Garfa Sitala Mandir Road, Kolkata - 700 075.



**AND WHEREAS** after purchase the **OWNER No. 1** is the absolute owner of the said plot of land measuring land area of 6 (Six) Cottahs 3 (Three) Chittacks 10 (Ten) Sq.ft. more or less within K.M.C. Ward No. 104, known as K.M.C. Premises No. 44, Garfa Sitala Mandir Road, Kolkata - 700075, situated in Mouza - Garfa, J.L. No. 19, Touzi Nos. 12, 13 and 10, R.S. No. 2, comprising in portion of R.S. Dag No. 787, under R.S. Khatian No. 554, District : South 24- Parganas as morefully described in the SCHEDULE-'A' below.

**AND WHEREAS** by virtue of a registered Deed of Sale dated 30/04/2001, registered in the Office of the District Sub-Registrar - III, Alipore, South 24- Parganas and recorded in Book No. I, Volume No: 91, at Pages from 35 to 44 Being No. 3747 for the year, 2001, the **OWNER No. 2** herein, namely, **SRI DEB PRASAD MAZUMDER**, purchased a piece and parcel of land measuring total net land area 1 (One) Cottah 08 (Eight) Chittacks 5 (Five) Sq.ft. more or less togetherwith one Tile shed structure measuring an area 950 (Nine Hundred and Fifty) Sq.ft. within K.M.C. Ward No. 104, known as K.M.C. Premises No. 78/1, Garfa Sitala Mandir Road, Kolkata - 700075, situated in Mouza - Garfa, J.L. No.

19, Touzi Nos. 12, 13 and 10, R.S. No. 2 comprising in portion of R.S. Dag No. 751, under R.S. Khatian Nos. 35 and 1266, togetherwith all easement rights for a valuable consideration from the previous Owners namely Sri Ajit Kumar Naskar and Sri Manik Chandra Naskar, both sons of Late Jiban Krishna Naskar, residing at 17/A, Garfa Sitala Mandir Road, P.S.- Kasba, Kolkata - 700075 and the **OWNER No. 2** becomes the absolute Owner in respect of the aforesaid property.

**AND WHEREAS** after purchase the **OWNER No. 2** mutated his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No. 78/1, Garfa Sitala Mandir Road, being Assessee No; 31-104-19-0276-4, in respect of land area measuring 1 (One) Cottah 08 (Eight) Chittacks 5 (Five) Sq.ft. as more fully described in the SCHEDULE - 'A' below.

**AND WHEREAS** with the view to better enjoyment the **OWNERS No. 1 & 2** herein amalgamated their respective plots of land into a compact plot of land as the two plots of land as described in the SCHEDULE - "A" below are adjacent

to each other and this amalgamation has been made by virtue of a registered Deed of Exchange dated 14<sup>th</sup> August, 2018, registered in the Office of District Sub Registrar -V, Alipore and recorded in Book No. I, Volume No: 1630-2018, Pages from 76719 to 76744, Being No: 163002266 for the year, 2018 and by virtue of this amalgamation the present **OWNERS** herein became the absolute joint Owners of the entire plot of land measuring total land area 7 (Seven) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) Sq.ft. more or less as per present physical measurement together with two R.T. Sheds measuring total area of 2800 (Two Thousand Eight Hundred) Sq.ft. as described in the SCHEDULE below.

AND WHEREAS due to lack of experience as well as paucity of fund we the **PRINCIPALS** herein have entered into a registered Development Agreement dated ...03.10.2018..... registered in the Office of D.S.R.- V, Alipore, South 24-Parganas and entered into Book No. I, CD Volume No: 1630-2018..., Pages from ~~XXXX~~ to ~~XXXXXX~~ Deed No: ..2582..... for the year 2018, to develop our property by the Developer namely A.R. ENTERPRISE (PAN- AEFFA7888Q), a Partnership firm, having its registered office at 6/1, Central

Henceforth  
to be known as

Described as

Park, Kolkata - 700032, Police Station - Jadavpur, Post Office - Jadavpur, being represented by its two partners namely (1) SRI ASHOK KUMAR GHOSH, (PAN- AFWPG7145P), son of Late Murari Mohan Ghosh, by Religion - Hinduism, by occupation - Business, by Nationality - Indian and residing at 125/4, Santoshpur Avenue, P.O.- Santoshpur, P.S.- Survey Park, Kolkata - 700075 and (2) MR. RAHUL JAISWAL, (PAN- AEFPJ7849P), son of Late Asit Kumar Jaiswal, by Religion - Hinduism, by Occupation - Business, by Nationality - Indian, residing at 6/1, Central Park, Kolkata - 700032, Police Station - Jadavpur, Post Office - Jadavpur, hereinafter called and referred to as the "DEVELOPER" to erect and complete the construction of a proposed Ground Plus Four Storied residential Building with lift facility in our said land as per Building Plan to be sanctioned by The Kolkata Municipal Corporation mentioned and described in the said registered Development Agreement dated 03.10.2018.. made between the **LAND OWNERS** i.e. the **PRINCIPALS** herein.

AND WHEREAS as per the said registered Development Agreement dated 03.10.2018... we the **PRINCIPALS** herein have engaged the Developer namely said A.R.



**ENTERPRISE**, (PAN- **ABFFA7888Q**), a Partnership firm, having its registered office at 6/1, Central Park, Kolkata - 700032, Police Station - Jadavpur Post Office - Jadavpur, being represented by its two partners namely (1) **SRI ASHOK KUMAR GHOSH**, (PAN- **AFWPG7145P**), son of Late Murari Mohan Ghosh, by Religion - Hinduism, by occupation - Business, by Nationality - Indian and residing at 125/4, Santoshpur Avenue, P.O.- Santoshpur, P.S.- Survey Park, Kolkata - 700075 and (2) **MR. RAHUL JAISWAL**, (PAN- **AEFPJ7849P**), son of Late Asit Kumar Jaiswal, by Religion - Hinduism, by Occupation - Business, by Nationality - Indian, residing at 6/1, Central Park, Kolkata - 700032, Police Station - Jadavpur, Post Office - Jadavpur, to develop our entire amalgamated property at the cost of the **DEVELOPER** as morefully and more particularly mentioned and described in the said registered Development Agreement as mentioned above and for the said purpose. We the **PRINCIPALS** herein, do hereby appoint said **A.R. ENTERPRISE**, (PAN- **ABFFA7888Q**), a Partnership firm, having its registered office at 6/1, Central Park, Kolkata - 700032, Police Station - Jadavpur Post Office - Jadavpur, being represented by its two partners namely (1) **SRI ASHOK**

KUMAR GHOSH, (PAN- AFWPG7145P), son of Late Murari Mohan Ghosh, by Religion - Hinduism, by occupation - Business, by Nationality - Indian and residing at 125/4, Santoshpur Avenue, P.O.- Santoshpur, P.S.- Survey Park, Kolkata - 700075 and (2) MR. RAHUL JAISWAL, (PAN- AEFPJ7849P), son of Late Asit Kumar Jaiswal, by Religion - Hinduism, by Occupation - Business, by Nationality - Indian, residing at 6/1, Central Park, Kolkata - 700032, Police Station - Jadavpur, Post Office - Jadavpur, as our Lawful Attorneys on our behalf and as our names to do all acts, deeds and things in the following manners :-

1. To look after and manage the property on behalf of the **OWNERS / PRINCIPALS.**
2. To look after and to control all the affairs for the development of the said land and construction of a proposed Ground Plus Four Storied building with lift facility thereon on the said amalgamated property as per sanctioned Building Plan sanctioned by The Kolkata Municipal Corporation or other Government Authority at the cost of the DEVELOPER and the DEVELOPER



shall sign and execute on behalf of the owners all the Declaration Deed or any other Declaration in respect of the said amalgamated property as mentioned in the SCHEDULE below and register the such document as per requirement for interest of the proposed project and also necessary mutation before The Kolkata Municipal Corporation in respect of the amalgamated property as and when necessary on our behalf and execute and sign all the papers and forms and swear affidavit related thereto.

3. To execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowners.
4. To appear and represent on behalf of the **PRINCIPALS** i.e. **LAND OWNERS** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire Brigade, West Bengal Police,

necessary Departments of Government of West Bengal,  
in connection with the sanction, modification and/or  
alteration of Development plans for the above  
mentioned property and also for the interest of the  
proposed project.

5. To pay fees for obtaining sanction, modification and such other orders and permissions from the necessary authorities on behalf of landowner as required for sanction, modification and/or alteration of the Development Plans and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
6. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.

7. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
8. To apply for obtaining electricity gas, water sewerage, drainage, telephone or other connections or obtaining electric meter or any other utility to the said property and/or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans before the concerned authority / authorities for such connection of electric drainage and sewerage etc. and execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.



9. To sign the building plan, revised plan, supplementary plan, in our names and on our behalf and obtain permission and sanction from the Kolkata Municipal Corporation Authority in respect of the aforesaid property and also to deposit fees / penalty for the purpose aforesaid land.
10. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
11. To negotiate with others for giving possession of the flats etc. in lieu of proper consideration sum only on the **DEVELOPER'S ALLOCATION** as mentioned in the said registered Development Agreement dated 03.10.2018... excluding the **OWNERS' ALLOCATION**.  
The **DEVELOPER** shall do all the acts on Developer's Allocation.

12. To collect advance or part payment or full consideration from the intending purchasers of flats and Car Parking Space alongwith the proportionate share of land as per said registered Development Agreement on the **DEVELOPER'S ALLOCATION** and grant receipt in favour of the such intending Purchasers who are interested to take possession of the flat / flats, Car Parking Space etc. in lieu of satisfactory consideration.
13. To advertise in different news papers and display, hoarding in different places and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION** as mentioned in the said registered Development Agreement as mentioned above excluding the **LAND OWNERS' ALLOCATION** alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S ALLOCATION** to any Third party or parties at any consideration price to be fixed up only by the **DEVELOPER**.

14. To negotiate with intending persons who desire to purchase in lieu of proper consideration for the flats / space including proportionate land share on said **DEVELOPER'S ALLOCATION** of the said proposed building alongwith the proportionate share of land at our said two premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per said registered Development Agreement.
15. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
16. To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same.
17. To appear and represent us before any notary, Registrar of Assurances, District Sub-Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and



Other Office or Offices or Authority or Authorities having jurisdiction and to present for registration and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration and/or Deed of Exchange for Amalgamation, Deed of Amalgamation with adjacent plots and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per said registered Development Agreement dated 03.10.2018....

18. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.
19. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.

20. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
21. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
22. To sign declare and/or affirm any complaints, written statements, petitions, affidavits, verifications, vokalatanamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
23. To deposit and withdraw moneys and/or documents in and from any Court or Courts and/or other person or persons or authority and given valid receipts and discharge thereof.
24. To install lift in the building of the property and sign and execute all the papers in connection with the such installation of lift in the building.

Page 17 of 19

AND GENERALLY TO act as our Attorneys in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as we would do if we would personally present.

AND we hereby ratify and confirm and agree or undertake and whatsoever our said Attorneys appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue at these presents including such confirming and other works till the completion of the whole deal / transaction as per said Development Agreement dated .03.10.2018..

**SCHEDULE OF THE ABOVE REFERRED TO**

**(Description of the Total Amalgamated Property jointly enjoyed by the Owners No. 1 and 2 herein)**

**ALL THAT** piece and parcel of entire amalgamated Property measuring total BASTU land area 7 (Seven) Cottahs 11 (Eleven) Chittaks 15 (Fifteen) Sq.ft. more or less as per



present physical measurement together with two R.T. shed  
measuring total area of **2800 Sq.ft.** situated in Mouza -  
Garfa, J.L. No. 19, Touzi Nos. 12, 13 and 10, R.S. No. 2,  
comprising in Portion of R.S. Dag No. 787 and 751, under  
R.S. Khatian Nos. 554, 35 and 1266, within the jurisdiction  
of The Kolkata Municipal Corporation Ward No. 104, formerly  
Police Station - Purba Jadavpur now Survey Park, known as  
The Kolkata Municipal Corporation both are Premises No. 44,  
Garfa Sitala Mandir Road, being Assessee No; 31-104-19-  
0044-5 herein and the entire amalgamated BASTU land is  
butted and bounded by :-

<b>On the NORTH</b>	::	R.S. Dag No. 787 ;
<b>On the SOUTH</b>	::	<u>18' Feet wide K.M.C. Road ;</u>
<b>On the EAST</b>	::	8' feet and 4' feet wide K.M.C. Road
<b>On the WEST</b>	::	R.S. Dag No. 750 and House of Avijit Naskar and others.

IN WITNESS WHEREOF we the **PRINCIPALS** herein have hereto signed this Power of Attorney on this the 03rd day of October..... Two Thousand and Eighteen (2018);

WITNESSES:

1) Subhash Saha  
Laskarpur Ward  
Bagan, P.O. - Laskarpur  
KOL-153

1. Benoy Hargun

2. Deshpande Mahendra

Signature of the PRINCIPALS

For, M/S. A. R. ENTERPRISE

Ashok Kumar Saha  
Partner

For, M/S. A. R. ENTERPRISE

Rahul Jaiswal  
Partner

Signature of the POWER HOLDER

3)

Drafted & Prepared by :

Jagan Chakrabarti  
Regd No. WB/2691/99.

Advocate

Typed by me : Subrata Das

Advocate

KOL-153

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2018, Page from 86432 to 86465

being No 163002584 for the year 2018.



Digitally signed by MD SHADMAN  
Date: 2018.10.09 12:17:11 +05:30  
Reason: Digital Signing of Deed.

*Md Shadman*

(Md Shadman) 09-10-2018 12:16:59  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed)



Scanned with OKEN Scanner