

691/23

I-00617/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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27-04-2023  
8-1063053-2023

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1

**DEVELOPMENT POWER OF ATTORNEY****(After Registered Development Agreement)****KNOW ALL MEN BY THESE PRESENTS** that I, **SMT. SANKARY****DUTTA**, PAN - CYJPD1419H, Aadhaar No.4332 0948 9890, Mobile

No. 6289249857, wife of Late Gora Chand Dutta, daughter of Late

Sachin Auddy and Late Maya Auddy, by faith - Hindu, <sup>by nationality - Indian</sup> by occupation

- Housewife, residing at P-123, Sagar Manna Road, Parnashree Pally,

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

Addl. Dist. Sub-Registrar  
Alipore, South 24 Parganas

27 APR 2023

22 DEC 2022

No. 1226 Date 1001  
Name S. Sen Gupta Choudhury.  
Advocate  
Address Alipore Judges' Court  
Kolkata-27  
Vendor Swarup Chandra  
SWARUP CHANDRA  
Alipore Judges' Court, Kol-27

22 DEC 2022



MC

Adul. Dist. Sub-Registrar  
Alipore  
27 APR 2023  
South 24 Parganas  
Kolkata-700027

Identified by me,  
Subash Baidh  
S/o. Raktul Ch. Baidh  
F-207, Rajdanga Indus Park,  
P.O. F.V.T.P.,  
P.S. Kasta,  
Kolkata-700027



Post Office - Parnashree, Police Station - Parnashree, Kolkata - 700060, District - South 24 Parganas, do hereby nominate constitute and appoint **MD. ARSHAD ISLAM** alias **MD. ARSHED ISLAM**, having his PAN - AGIPI7835H, Aadhaar No.5712 6884 8694, Mobile No. 8240959647, son of Late Nurul Islam, by faith - Islam, by nationality - Indian, by occupation - Business, residing at 3, Dedar Bux Lane, Post Office - Park Street, Police Station - Taltala, Kolkata - 700016 and previously used to reside at 20/1D, Taltola Bazar Street, Post Office and Police Station - Entaly, Kolkata - 700014 to be my true and lawful **ATTORNEY** in my name and on my behalf to do, execute and perform all or any of the following acts, deeds and things :-

**WHEREAS** I am the absolute owner and seized and possessed of and/or otherwise well sufficiently entitled to in respect of **ALL THAT** piece and parcel of bastu land measuring 05 (Five) Cottahs 06 (Six) Chittacks be the same a little more or less together with tin shed structure standing thereon measuring 3000 (Three Thousand) Square Feet at District - South 24 Parganas, Police Station and Sub-Registration office Alipore, Collectorate Touzi No.1314, Mouza - Chetla, previously known as Premises No.3, Bridge Road, thereafter 4A, Rakhal Das Auddy Road now renumbered as being K.M.C. Premises No.4E, Rakhal Das Auddy Road, Police Station - Alipore,

Kolkata - 700027, within the limits of the Kolkata Municipal Corporation Ward No.082, hereinafter referred to as "the said property".

**AND WHEREAS** I intended to develop "the said property" by raising and/or constructing a multi-storied building thereon.

**AND WHEREAS** I have executed a Development Agreement with **MD. ARSHAD ISLAM** alias **MD. ARSHED ISLAM**, having his PAN - AGIP17835H, Aadhaar No.5712 6884 8694, Mobile No. 8240959647, son of Late Nurul Islam, by faith - Islam, by nationality - Indian, by occupation - Business, residing at 3, Dedar Bux Lane, Post Office - Park Street, Police Station - Taltala, Kolkata - 700016 and previously used to reside at 20/1D, Taltola Bazar Street, Post Office and Police Station - Entaly, Kolkata - 700014, the Developer, incorporating therein all the terms and conditions of the said Development Agreement.

**AND WHEREAS** the said Development Agreement has been registered on 27.04.2023 in the office of the Additional District Sub-Registrar at Alipore, South 24 Parganas and the said Agreement has been recorded in Book No.I, Being No. 160500615 for the year 2023.

MD ARSHAD ISLAM

Sankar Dutta

**AND WHEREAS** for the purpose of construction of said building on the said land/property by the said Developer, it is necessary to empower or authorize the said Developer to do such work on my behalf as it is not possible for us to look after such development works due to my busy schedule of works and day to day affairs and for the said purpose a Power-of-Attorney is required to be executed by me in favour of the said developer and to authorize or empower for the said purpose.

**AND WHEREAS** as per terms and conditions, as mentioned in the said Development Agreement the said developer have obligation and binding to complete the construction of the said multi-storied building as per plan to be sanctioned by the K.M.C. Authority at his own costs and deliver possession of the Owner's allocation of the said building to me as the Owner at first instance.

**AND WHEREAS** as per terms and conditions mentioned in the said Development Agreement, the said Developer is entitled to sell the Developer's allocation of the said building as mentioned in the said Development Agreement.

**AND WHEREAS** as per terms and conditions mentioned in the said Development Agreement, I have obligation and binding to execute



Deed or Deeds of sale in respect of the Developer's allocation of the said multi-storied building in favour of the buyer or buyers of the Developer's allocation according to the choice of the Developer without receiving any portion of the consideration money to be mentioned in the said Deed of Sale.

**AND WHEREAS** as per terms and conditions mentioned in the said Development Agreement, the Developer has obligations and bindings to deliver the Owner's allocation of the said building to the Owner at first instance before the delivery of possession of the Developer's allocation of the said building to any buyer thereof.

**AND WHEREAS** as per terms and conditions mentioned in the said Development Agreement I, as the Owner, have obligations and bindings to execute and register Deed or Deeds of Sale in respect of the Developer's allocation of the said building mentioned in the **Schedule 'A'** of the said Development Agreement in favour of any buyer or buyers thereof after getting the delivery of possession of the Owner's allocation of the said building.

**AND WHEREAS** for the execution and registration of Deed or Deeds of Sale by me in favour of the buyer or buyers of the Developer's allocations of the said building as mentioned in the **Schedule 'C'** of the said Development Agreement, the Developer has approached me

for execution and registration of a Development Power of Attorney in favour of the Developer.

**AND WHEREAS** in view of the facts and circumstances stated hereinbefore I have decided to execute and register a Development Power of Attorney in favour **MD. ARSHAD ISLAM** alias **MD. ARSHED ISLAM**, having his PAN - AGIP17835H, Aadhaar No.5712 6884 8694, Mobile No. 8240959647, son of Late Nurul Islam, by faith - Islam, by nationality - Indian, by occupation - Business, residing at 3, Dedar Bux Lane, Post Office - Park Street, Police Station - Taltala, Kolkata - 700016 and previously used to reside at 20/1D, Taltola Bazar Street, Post Office and Police Station - Entaly, Kolkata - 700014.

**NOW KNOW ALL MEN** by these presents that I, the above named Owner do hereby appoint, nominate and constitute **MD. ARSHAD ISLAM** alias **MD. ARSHED ISLAM**, having his PAN - AGIP17835H, Aadhaar No.5712 6884 8694, Mobile No. 8240959647, son of Late Nurul Islam, by faith - Islam, by nationality - Indian, by occupation - Business, residing at 3, Dedar Bux Lane, Post Office - Park Street, Police Station - Taltala, Kolkata - 700016 and previously used to reside at 20/1D, Taltola Bazar Street, Post Office and Police Station -

Entaly, Kolkata - 700014 as my Attorney to do the following acts, deeds and things on my behalf:-

- 1) To raise, build and/or construct the new building or any development work (multi-storied Building as per KMC sanction plan) on the **Schedule 'A'** property which is morefully described in the Development Agreement dated – 27.04.2023.
- 2) To sign and execute all letters, papers, documents, declaration, affidavits, applications as would be required by my said Attorney in respect of "the said property".
- 3) To initiate or defend any suits or proceedings by and against myself and to that effect appoint and engage any pleader, advocate, solicitor by executing Vakalatnama and sign all plaints, petitions, applications, written statements, written objections and also to adduce evidence before the competent Court of Law in respect of "the said property".
- 4) To appear and represent us before all Government and semi Government offices and all statutory authorities like Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Police, C.E.S.C. Ltd. Fire Brigade Authority, Kolkata



Metropolitan Development Authority, Urban Land (Ceiling and Regulation) Department etc. and any other authority or authorities concerned to verify, affirm deposit, submit as the case may be and to obtain license, quota, permit, certificate and clearance for and/or in respect of the building to be constructed on the said property/premises.

- 5) To sign, execute and register any Deed of declaration in respect of the aforesaid property.
- 6) To prepare, sign, apply and execute all papers and documents for and obtain necessary permission and sanction in respect of the aforesaid property from Kolkata Municipal Corporation Authority and to appear before the Drainage Department, Sewerage Department, Assessment Department, Water works Department, Building Department, Law Department, Survey Department of Kolkata Municipal Corporation and to sign and execute all plans, revised plan Supplementary plan and obtain permission and sanction from the Authorities concerned in respect of the aforesaid property and also to deposit fees and/or penalties for the purpose aforesaid.

- 7) To enter, sign and execute and/or register any agreement for sale with any intending purchaser or purchasers in respect of any flat/flats, car parking space/s and/or any other spaces or units lying and situate at K.M.C. Premises No.4E, Rakhal Das Auddy Road, Police Station – Alipore, Kolkata – 700027, to receive or collect the earnest money, consideration money and/or booking money from the prospective purchaser or purchasers except my share or allocation of flats in the said newly proposed multi-storied building to be constructed by the Developer on the “said property”.
- 8) To sign and execute any Deed of Conveyance or Conveyances in respect of any flat or flats, car parking spaces in favour of the prospective purchaser or purchasers out of **Developer's Allocation** as mentioned in the **Schedule 'C'** of the said Development Agreement in respect of K.M.C. Premises No.4E, Rakhal Das Auddy Road, Police Station – Alipore, Kolkata – 700027 and present the said Deed of Conveyance before the competent Registrar or Sub-Registrar office having jurisdiction and admit the execution of the Deed of Conveyance.
- 9) That my said Attorney has the right to take new connection of the electricity from CESC Authority and install electric meters

in the new building in my name and also in the name of intending Purchaser/s.

- 10) To pay all rents, taxes, maintenance and other charges, expenses and other outgoings whatsoever payable for and on account of "the said property" and to claim and receive, refund, reimburse any other amount from the concerned person and authority and to grant receipts, discharges in respect thereof.
- 11) To produce and deliver and/or give inspection of my original Title Deeds and other documents relating to my said property to the intending buyers and to answer and comply with all requisition that may be made out by such intending buyers/transferees.
- 12) To apply for obtain and submit, all clearance certificates, forms, declarations and/or permission if so and as may be required for or in relation to the otherwise transfer the said property or any part thereof.
- 13) To sign and submit the plan/s before the Kolkata Municipal Corporation, all papers, application and documents for obtaining sanction from the said authority and will be bound



to procure Completion Certificate from K.M.C. authority, sanction of internal drainage and modification and/or revised plan, if any.

- 14) To sign the boundary declaration, splay corner and/or strip gift to K.M.C., common passage in connection with the requisition with the Kolkata Municipal Corporation on my behalf.
- 15) To ask, demand, sue for, recover, realize, claim, collect and receive further or other consideration from intending buyers and also any part thereof which are duly payable or recoverable from any person/s or authority/s by cheque or pay order or demand draft drawn in his name on my behalf and to grant valid receipts and discharge thereof.
- 16) To deliver khas and vacant peaceful physical possession of my allocation (Owner's Allocation) before delivery of the Developer's allocation in the newly proposed multi-storied building.
- 17) To finish and complete my allocation (Owner's allocation) within the stipulated period of time as mentioned in the

Development Agreement before transfer to any intending Purchaser/s.

- 18) To issue no objection certificate/s on my behalf to any intending Purchaser/s for taking house building loan from any Bank, Company, Firm and any Financial institution for creation of mortgage by deposit of Title Deeds of the flat/s.

**AND GENERALLY** to do execute and perform any other act or acts Deeds matter or thing whatsoever which in the opinion of my said Attorney ought to be done executed and performed in relation to my property or my concern engagement and business or affairs or incidental where thereto as fully and effectually as I could do the same if I personally present in respect of the said property.

**AND** I do hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney under this power on my behalf herein before contained, shall lawfully do execute or perform in execute or perform in exercise of the Power/~~Authorities~~ and hereby confirmed upon under and by virtue of this Development Power of Attorney.

**SCHEDULE****(The said Property)**

**ALL THAT** piece and parcel of bastu land measuring 05 (Five) Cottahs 06 (Six) Chittacks be the same a little more or less together with tin shed structure standing thereon measuring 3000 (Three Thousand) Square Feet at District – South 24 Parganas, Police Station and Sub-Registration office Alipore, Collectorate Touzi No.1314, Mouza – Chetla, being K.M.C. Premises No.4E, Rakhal Das Auddy Road, Kolkata – 700027, within the limits of the Kolkata Municipal Corporation Ward No.082 and the said property is butted and bounded in the following manner :-

- ON THE NORTH :** Property of Sri Suresh Chandra Dutta;
- ON THE SOUTH :** Property of Sukumar Dutta;
- ON THE EAST :** 8' feet wide Common Passage and property of Hari Prasanna Sarkar;
- ON THE WEST :** Property of Jugal Kishor Dey and Jatindra Nath Ganguly.



IN WITNESS WHERE OF we the **EXECUTANTS** and **ATTORNEY** do hereby set and subscribe our respective hands on this the 24<sup>th</sup> day of April, 2023.

SIGNED in the presence of :-

**WITNESSES :**

1. Tannu Beg  
3. Dedar Begum,  
Wt - 16,

Sankar Datta  
**EXECUTANT**

2. Shimon Datta  
P. 123, Sagar Nanna Road  
KOL - 700060

I accept the Development  
Power of Attorney.

Meas Datta  
**ATTORNEY**

Drafted by me as per  
instruction of the Parties  
and available documents:

Sampa Sen Gupta Choudhury

**SAMPA SENGUPTA CHOUDHURY**  
Advocate

Alipore Judges' Court,  
Bar Library, Room No.1,  
18, Judges' Court Road,  
Kolkata - 700 027,  
Enrolment No. WB/804/1999  
Mobile No.9830603360

**Computer Print by :**

Subrata Barik  
**Subrata Barik,**  
F-307, Rajdanga Indu Park,  
Kolkata - 700107.



	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
left hand					
right hand					

Sankary

Dutta

Name SANKARY DUTTA

Signature Sankary Dutta



	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
left hand					
right hand					

MD AR

Name MD ARSHAD ISLAM

Signature MD ARSHAD ISLAM

	Thumb	1 <sup>st</sup> finger	middle finger	ring finger	small finger
left hand					
right hand					

Name .....

Signature .....

PHOTO



## Major Information of the Deed

Deed No :	I-1605-00617/2023	Date of Registration	27/04/2023
Query No / Year	1605-8001063053/2023	Office where deed is registered	
Query Date	27/04/2023 12:43:35 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	SAMPA SEN GUPTA ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9002582814, Status : Advocate		
Transaction		Additional Transaction	
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,71,47,445/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 100/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 160500615/2023 Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rakhal Das Auddy Road, , Premises No: 4E, , Ward No: 082 Pin Code : 700027




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	5 Katha 6 Chatak	1/-	1,63,37,445/-	Width of Approach Road: 8 Ft., , Project Name :
Grand Total :				8.8688Dec	1 /-	163,37,445 /-	

### Structure Details :



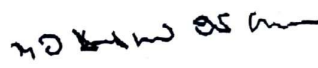
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	8,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		3000 sq ft	1 /-	8,10,000 /-	






## Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt SANKARY DUTTA</b> <b>(Presentant)</b> Wife of Late GORA CHAND DUTTA Executed by: Self, Date of Execution: 27/04/2023 , Admitted by: Self, Date of Admission: 27/04/2023 ,Place : Office	<b>Photo</b>  27/04/2023	<b>Finger Print</b>  LTI 27/04/2023	<b>Signature</b>  27/04/2023
P-123, SAGAR MANNA ROAD, PARNASHREE PALLY, City:- , P.O:- PARNASHREE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: CYxxxxxx9H, Aadhaar No: 43xxxxxxxx9890, Status :Individual, Executed by: Self, Date of Execution: 27/04/2023 , Admitted by: Self, Date of Admission: 27/04/2023 ,Place : Office				

## Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>MOHAMMED ARSHAD ISLAM, (Alias: Md ARSHED ISLAM)</b> Son of Late NURUL ISLAM Executed by: Self, Date of Execution: 27/04/2023 , Admitted by: Self, Date of Admission: 27/04/2023 ,Place : Office	<b>Photo</b>  27/04/2023	<b>Finger Print</b>  LTI 27/04/2023	<b>Signature</b>  27/04/2023
Son of Late NURUL ISLAM 3, DEDAR BUX LANE, City:- Kolkata, P.O:- PARK STREET, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700016 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: AGxxxxxx5H, Aadhaar No: 57xxxxxxxx8694, Status :Individual, Executed by: Self, Date of Execution: 27/04/2023 , Admitted by: Self, Date of Admission: 27/04/2023 ,Place : Office				

## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SUBRATA BARIK</b> Son of Mr RAKHAL CH BARIK F-307, RAJDANGA INDU PARK, City:- Kolkata, P.O:- E K T P, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107	 27/04/2023	 27/04/2023	 27/04/2023
Identifier Of Smt SANKARY DUTTA, MOHAMMED ARSHAD ISLAM			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt SANKARY DUTTA	MOHAMMED ARSHAD ISLAM-8.86875 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt SANKARY DUTTA	MOHAMMED ARSHAD ISLAM-3000.00000000 Sq Ft



On 27-04-2023

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13:04 hrs on 27-04-2023, at the Office of the A.D.S.R. ALIPORE by Smt SANKARY DUTTA ,Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,71,47,445/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 27/04/2023 by 1. Smt SANKARY DUTTA, Wife of Late GORA CHAND DUTTA, P-123, SAGAR MANNA ROAD, PARNASHREE PALLY, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession House wife, 2. MOHAMMED ARSHAD ISLAM, Alias M ARSHED ISLAM, Son of Late NURUL ISLAM, 3, DEDAR BUX LANE, P.O: PARK STREET, Thana: Taltola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700016, by caste Muslim, by Profession Business Indetified by Mr SUBRATA BARIK, , , Son of Mr RAKHAL CH BARIK, F-307, RAJDANGA INDU PARK, P.O: E K T P, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 7.00/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1226, Amount: Rs.100.00/-, Date of Purchase: 22/12/2022, Vendor name: S Chandra



**MANIMALA CHAKRABORTY**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**