

2535/22

T-002317/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 472888

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, I, Mr. AMIT BANERJEE ALIAS

AMIT KUMAR BANERJEE, (PAN-AESPB8167R) (Mob no 9433234209)

(ADHAR no 9939 1010 3733) son of Late Amalendu Banerjee, by faith

Hindu, by occupation retired, residing at 168, Charu Chandra Place
East,

Certified that the document is admitted
to registration. The Signature sheet/s and
the endorsement sheet/s attached with this
document are part of this document.

Addl. Dist. Sub-Registrar
Alipore, South 24 Parganas
09 NOV 2022

822

9153

21 OCT 2022

No. Re. 50/- Date
Name: S. P. Basu Advocate
Address: Alipur Judge's Court
Vendor: Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27
Kolkata - 27



Addl. Dist. Sub-Registrar
Alipore
- 9 NOV 2022
South 24 Parganas
Kolkata- 700027

Kartick Chakraborty
S. Lt. Chittaranjan Chakraborty
Alipore Judge Court
Kol. 700027
Law Clerk

→ ↳

under Police Station Charu Market, within the limit of Kolkata Municipal Corporation Ward No.89, Kolkata – 700033, District 24-Parganas South, hereinafter referred to as "Owner" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) DO HEREBY APPOINT **M/S PRASANTA KUMAR DAS** a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly known as Cornfield Road, under Police Station Gariahat within limit of Kolkata Municipal Corporation, Kolkata – 700019 represented by Proprietor **SRI PRASANTA KUMAR DAS, (PAN AGYPD5562A) (MOB No 9830244827) (ADHAR no 7062 0196 9406)** son of Late Girish. Chandra. Das, by faith Hindu, at present residing at 32, Old Ballygunge 1st Lane, under Police Station Karaya, Kolkata – 700019 and carrying on Development and Construction business as a Proprietor under Trade name and style of **M/S. PRASANTA KUMAR DAS** and, hereinafter called and referred to as the **DEVELOPER** as my true and

X-23

lawful Attorney to do, execute and perform the following acts, deeds and things for me in my name and on my behalf.

WHEREAS I Mr. Amit Kumar Banerjee alias Amit Banerjee am the Owner of ALL THAT two storied building standing on piece or parcel of specifically demarcated 3cottahs 12 Chittacks and 30 sq feet land being plot no 12 and 13, being portion of premises no 33, Dr. Daudar Rahaman Road renumbered as 168 Charu Chandra Place East Kolkata 700033 within the then Calcutta Corporation now Kolkata Municipal Corporation (formally Tollygunge Municipality) within KMC Ward no 89, Police station previously Tollygunge, part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493Division IV, Sub-Division-'T' Assessee no is 21-089-02-0148-9; hereinafter referred to as the said property which is more fully described in **SCHEDULE "A" BELOW.**

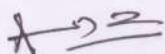
AND WHEREAS by an agreement dated 09/11/2022 02/11/2022 (hereinafter referred to as the said registered Development Agreement) registered at A.D.S.R. Alipore and entered in Book 1, Volume no ~~1~~ Pages ~~1~~ To ~~1~~ Being no ~~1~~ 1 of the year 2022, I the Owner has granted the exclusive right of development of the said premises unto and in favour of of **M/S. PRASANTA KUMAR DAS** a proprietary business having its office at 8/13, Dr. Radha

8-22

Kumud Mukherjee Sarani, PROPRIETOR **SRI PRASANTA KUMAR DAS**, son of Late Girish. Chandra. Das, by faith Hindu, at present residing at 32, Old Ballygunge 1st Lane, P.O. Ballygunge under Police Station Karaya, Kolkata – 700019 and in terms thereof, I the Owner is required to grant of attorney to the Attorney herein being the said developer thereof.

AND WHEREAS I, the owner is thus, in compliance of and in terms of the said Development agreement desirous of appointing, nominating and constituting the Attorney herein as my true and lawful Attorney for and on behalf of myself/ the Owner in my name, place and stead to severally do the following acts, deeds, matters and things in respect of the said **SCHEDULE "A"** premises.

NOW KNOW YE BY THESE PRESENTS WITNESSETH that I the said Mr. AMIT KUMAR BANERJEE, son of Late Amalendu Banerjee, by faith Hindu, by occupation retired, presently residing at 168, Charu Chandra Place East, under Police Station Charu Market, within the limit of Kolkata Municipal Corporation Ward No.89, Kolkata – 700033, District 24-Parganas South, do hereby and hereunder nominate appoint and constitute M/S PRASANTA KUMAR DAS a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly known as Cornfield Road, under Police



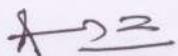
Station Gariahat within limit of Kolkata Municipal Corporation, Kolkata – 700019 represented by **SRI PRASANTA KUMAR DAS**, son of Late Girish Chandra Das, by faith Hindu, as my true and lawful Constituted Attorney for me in my name and on my behalf either severally and **GENERALLY** to do and execute all or any of the following acts, deeds, and things, that is to say ;

1. **TO** institute, commence, prosecute, carry on or defend or resist all suits and other legal actions and proceedings including arbitration proceedings or be added as a party or be non suited or withdraw the same concerning my said property whose particulars are given below in **SCHEDULE "A"** or any part thereof or concerning anything in which I may be the parties in any court, civil, criminal, revenue or any tribunal including arbitral tribunal or any judicial or quasi judicial authority in original, appellate or revisional jurisdiction including special jurisdiction of the High Court under Article 226 of the Constitution of India etc and to sign and verify all plaints, written statements, statement of claim, statement of defense, petitions, objections, and to accept service of summons, notices and other judicial processes to execute any judgment decree or order and to appoint and engage any Advocate and to sign and execute any vakalatnama, warrant of Attorneys or other authority

X-22

to act and plead, and also to compromise or compound any such proceedings or any term at the absolute discretion of my attorney.

2. **TO** look after my interest in the said **SCHEDULE "A"** property and to do all acts and deeds required for the preservation and protection thereof, including dealing with any trespassers or persons attempting to trespass.
3. **TO** appear and represent me before the Kolkata Municipal Corporation, Building Tribunal Kolkata Improvement Trust and other authorities concerned regarding any notice received or served upon the Owner in respect of the said premises and to make representations, prefer appeals, reviews and revisions and for that to sign and submit all papers, appeals, applications and to appear and make representation for and on my behalf before the authorities concerned.
4. **TO** effect mutation/ cancellation of mutation, affirm affidavits before First Class Magistrate or before The Notary public; apply for death certificates, on my behalf and sign/execute register necessary declarations, sign /execute and register boundary declarations, notices that may be necessary for sanctioning of building plan for construction upon **SCHEDULE "A"** and also sign building plans supplementary plans

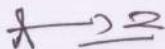


completed building plans etc. behalf and to represent us before concern Police Authority, Calcutta Electric Supply Corporation if necessary in regards to the protection of my property.

5. **TO** appoint Architects, Civil Engineers, License building surveyors (L.B.S) and other persons/ technicians necessary for the purpose of preparing building plan for submission before K.M.C and to prepare supplementary building plans if necessary for effective construction and completion of the proposed building agreed to be constructed upon

SCHEDULE "A".

6. **TO** apply for building plan in our names before the-Kolkata Municipal Corporation and sign all papers on my behalf.
7. **TO** appoint labour contractors, masons, coolies, electricians, plumbers etc to construct and complete the proposed building.
8. **TO** apply for electricity, water, drainage, lift, gas connection or for any other utility in the said premises and/or make alterations in the existing connection and to have disconnected the same and for that to sign answer, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.



9. TO apply for necessary permission and obtain license for running the Lift and/or escalator that may be installed in the building after construction for the use of the in-mates of the building constructed upon **SCHEDULE "A"**.
10. TO apply for and obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of generator for auxiliary power supply or for the purpose of having the drain of the said **SCHEDULE "A"** premises to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.
11. TO sign, execute and register all declarations, undertaking, affidavits, instruments and other that is required and/or may be necessary for sanction of the plan and thereafter if necessary any revised plan or plans.
12. TO enter into an agreement for sale, transfer or otherwise in respect of Developer's allocation in the said premises in terms of the Registered Development Agreement dated 9/11/2022 Deed No 002314 for the year 2022 registered at ADSR and also to negotiate on terms for and agree to and enter into and conclude any agreement for sale and to sell the

822

12/11/2022
AB
12/11/2022
AB

Developer's allocation in the said property described in SCHEDULE B below in the proposed new multistoried building being Municipal (KMC) premises no 168 Charu Chandra Place East Kolkata 700033 within Kolkata Municipal Corporation (formally Tollygunge Municipality) within KMC Ward no 89, Police station Tollygunge, part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493 Division IV, Sub-Division-'T' District South 24 Parganas.

13. **TO receive from the intending purchaser any earnest money and /or advance or advances and also the balance of purchase money and/or consideration, sale price of the Developer's allocation described in SCHEDULE B below and to give good, valid receipt and discharge for the same which will protect the purchaser in connection with the sale of the said property or any party thereof. Be it noted if any intending purchaser to take Loan for purchase of a flat from Developer allocation from any bank or financial institution in that event Developer will sign all papers on MY behalf.**
14. **TO prepare and sign and present for registration any Deed of Conveyance/ Conveyances or Deed of Sale or Deeds of Sale or**

1-22

document/ documents or instrument/ instruments in respect of the Developer's allocation described in **SCHEDULE C** of the said registered Development Agreement which is also written in **SCHEDULE B** below, and for the said purpose to sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.

15. TO present any such conveyance or conveyances or any other document in regards to the portion or portions or part of portions in Developer's Allocation described in schedule B below in the said premises as per the development agreement dated 09/11/22 vide Deed No 02314. of the year 2022 and registered at A.D.L.R. Aboor registration before the appropriate registering authority and also admit execution and receipt of consideration before the registrar or sub-registrar having authority for and to have the said conveyance registered and to do all acts, deeds, and things, which my said Attorney shall consider necessary for conveying the developer's allocation in the said property or any part thereof in the manner aforesaid to any purchaser or purchasers as fully and effectually in respect as I could have done ourselves.

11/11/22

16. TO cause any Deed of Conveyance/ Conveyances or Deed of Sale or Deeds of Sale or document/ documents or instrument/ instruments in respect of the Developer's allocation being **more fully described** in **SCHEDULE B below** in terms of the said registered Development Agreement and for the said purpose (Development and construction) to sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time; **AND TO present** any such conveyance or conveyances or any other document in regards to the portion or portions or part of portions in Developer's Allocation described in Schedule B below for registration before the appropriate registering authority and also admit execution and receipt of consideration before the District Registrar or Sub-registrar having authority for and to have the said conveyance registered and to do all acts, deeds, and things, which our said Attorneys shall consider necessary for conveying the Developer's allocation in the said property or any part thereof in the manner aforesaid to any purchaser or purchasers as fully and effectually in respect as I could have done ourselves.

8-23

17. THIS Development Power of Attorney is not a document of transfer of the property between the Owner and the Developer AND by this document no title has been conferred to the Developer. **AND THE PARTIES HEREIN AGREE THAT THIS CLAUSE** has an overriding effect upon all or any of the clauses written in this agreement.

AND I hereby agree to ratify and confirm all and whatsoever or deeds done by said constituted Attorneys in terms of this General Power of Attorney as if the same were done by me and I further agree to ratify and confirm other acts and deeds as our said Attorneys shall lawfully do, execute, perform or cause to be done executed or performed in connection with the sale of the Developer's allocation stated in Schedule B below, or any part thereof under and by virtue of this deed notwithstanding no express power in this behalf is hereunder.

SCHEDULE 'A' ABOVE REFERRED TO :

DESCRIPTION OF PROPERTY

ALL THAT two storied building having a total built up area 1806 sq feet (896+ 910) standing on piece or parcel of specifically demarcated 3cottahs 12 Chittacks and 30 sq feet land being plot no 12 and 13, being portion of premises no 33, Dr. Daudar Rahaman Road renumbered as 168 Charu

X-22

Chandra Place East Kolkata 700033 within the then Calcutta Corporation now Kolkata Municipal Corporation (formally Tollygunge Municipality) within KMC Ward no 89, Police station previously Tollygunge, part of Holding no 150 Pargana Panchanna Gram, Mouza Kankhulia, J.L. no 4, C.S. Dag no 99, C.S. Khatian no 493 Division IV, Sub-Division-'T', under Additional District Sub Registrar Alipore, District South 24 Parganas; butted and bounded as follows:

ON THE NORTH : KMC Road width 20 feet(Charu Chandra Place East)

ON THE SOUTH : Lake Youth Association;

ON THE EAST : 16' feet Road

ON THE WEST : premises no 166.Charu Chandra Place East;

THE SCHEDULE "B" ABOVE REFERRED TO :]

DEVELOPER'S ALLOCATION

(WHICH IS SCHEDULE C IN THE DEVELOPMENT AGREEMENT)

ALL THAT entire Second Floor consisting of two flats and one flat in the first floor eastern side and three (3) car parking in Ground floor along with proportionate right in the roof right together with undivided proportionate share of land and common areas of municipal premises no 168, Charu Chandra East, KMC ward no 89, police station Tollygunge, Kolkata 70 033,

→ 3

along with proportionate right in the roof in respect of the residential building to be developed on the land which is more fully described in SCHEDULE "A" as per Plan to be sanctioned by the Kolkata Municipal Corporation.

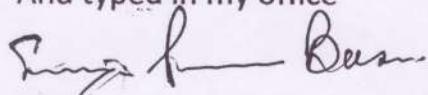
IN WITNESS WHEREOF the parties hereto doth set and subscribe their respective hands on the 9 th day of Nov. 2022.

Signed, Sealed and Delivered
in presence of
following witnesses

1. Neetu Banerjee
168 CHARUCHANDRA
PLACE EAST
KOLKATA - 700033

2. Samdip Sen
1/35, Poddarpara
Kolkata - 700062.
Drafted by me

And typed in my office

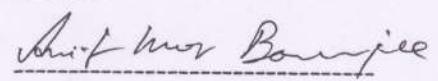


(Surja Prasanna Basu)

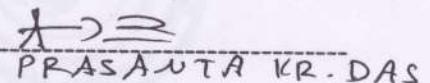
Advocate; Reg no WB 729/1985

Room no 5 Alipore Bar Association

South 24 Parganas District Civil & Session Court,
Kolkata 700 027.



Signature of Principal


PRASANTA KR. DAS

(I accept)

Signature of Attorney

FORM FOR PHOTO WITH SIGN & TEN FINGER PRINTS

					
<i>Amit Kumar Banerjee</i> SIGNATURE	LITTLE LEFT	RING	MIDDLE	FORE	THUMB
<i>AMIT KUMAR BANERJEE</i>					
	LITTLE RIGHT	RING	MIDDLE	FORE	THUMB

					
<i>Prasanta KR Das</i> SIGNATURE	LITTLE LEFT	RING	MIDDLE	FORE	THUMB
					
	LITTLE RIGHT	RING	MIDDLE	FORE	THUMB

Major Information of the Deed

Deed No :	I-1605-02317/2022	Date of Registration	09/11/2022
Query No / Year	1605-8003183921/2022	Office where deed is registered	
Query Date	09/11/2022 12:53:17 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Kartic Ch Ghash Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433572358, Status : Others		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,21,39,051/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 160502314/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

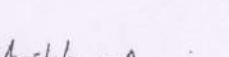
District: South 24-Parganas, P.S:- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Charu Chandra Place East, , Premises No: 168, , Ward No: 089 Pin Code : 700033

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	3 Katha 12 Chatak 30 Sq Ft	1/-	1,09,20,001/-	Property is on Road , Project Name :
	Grand Total :			6.2563Dec	1 /-	109,20,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1806 Sq Ft.	1/-	12,19,050/-	Structure Type: Structure
Gr. Floor, Area of floor : 896 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 910 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	1806 sq ft	1 /-	12,19,050 /-	

Principal Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr Amit Kumar Banerjee, (Alias: Mr Amit Banerjee) Son of Late Amalendu Vaberjee Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office</p>			
		09/11/2022	LTI 09/11/2022	09/11/2022

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Prasanta Kumar Das 8/13, Dr Radha Kumud Mukherjee Sarani, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.: agxxxxxx2a, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr Prasanta Kumar Das (Presentant) Son of Late Girish Chandra Das Date of Execution - 09/11/2022, , Admitted by: Self, Date of Admission: 09/11/2022, Place of Admission of Execution: Office	 Nov 9 2022 1:47PM	 LTI 09/11/2022	 PRASANTA K DAS	
			09/11/2022	

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kartic Chandra Ghosh Son of Late C R Ghosh Alipore Police Court, City:-, P.O:- Alipore, P.S.-Alipore, District-South 24-Parganas, West Bengal, India, PIN:- 700027/			Kartic Ghosh
	09/11/2022	09/11/2022	09/11/2022

Identifier Of Mr Amit Kumar Banerjee, Mr Prasanta Kumar Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Amit Kumar Banerjee	Prasanta Kumar Das-6.25625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Amit Kumar Banerjee	Prasanta Kumar Das-1806.00000000 Sq Ft

On 09-11-2022

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:25 hrs on 09-11-2022, at the Office of the A.D.S.R. ALIPORE by Mr Prasanta Kumar Das ,

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 1,21,39,051/-

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

Execution is admitted on 09/11/2022 by Mr Amit Kumar Banerjee, Alias Mr Amit Banerjee, Son of Late Amalendu Vaberjee, 3a, Satya Doctor Road, P.O: Charu Market, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India PIN - 700033, by caste Hindu, by Profession Retired Person

Indentified by Mr Kartic Chandra Ghosh, , , Son of Late C R Ghosh, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 09-11-2022 by Mr Prasanta Kumar Das, PROPRIETOR, Prasanta Kumar Das (Sole Proprietorship), 8/13, Dr Radha Kumud Mukherjee Sarani, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indentified by Mr Kartic Chandra Ghosh, , , Son of Late C R Ghosh, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

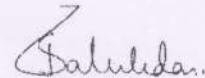
Payment of Fees

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 50.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 9153, Amount: Rs.50.00/-, Date of Purchase: 21/10/2022, Vendor name: Subhankar Das



Sukanya Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2022, Page from 81279 to 81300

being No 160502317 for the year 2022.



Digitally signed by SUKANYA
TALUKDAR
Date: 2022.11.11 12:03:38 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2022/11/11 12:03:38 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

West Bengal.

(This document is digitally signed.)