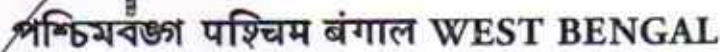


I-9021/24



AN 494580

Additional Director Sub-Registrar
Chandigarh, Punjab, 24-Pg. (Nov)

2 1-AUG 2024

DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, WE, (1) ADHIR NATH BASU (PAN-DFWPB8485L, Aadhaar No.-9558 8656 5154), son of Late Anilendra Nath Bose alias Basu, by faith- Hindu, by Occupation- Retired, by Nationality- Indian, residing at 368/2, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office - Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, **(2) ASHIT NATH BOSE (PAN-AMYPB6499C, Aadhaar No.- 7973 6780 8864),** son of Late Anilendra Nath Bose alias Basu, by faith- Hindu, by Occupation- Retired, by Nationality- Indian, residing at 368/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station- Dum Dum, Kolkata-700074, District-North 24-Parganas, hereinafter jointly referred to as the **EXECUTANTS / PRINCIPALS.**

WHEREAS We, the Executants are the joint and absolute owners in respect of **ALL THAT** piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure and R.T. Shed structure more or less**, situated at Mouza- Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.- 663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, more fully and particularly described in the Schedule "A" herein below, without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid and below mentioned Schedule property but due to insufficient fund and other sufficient reasons and lack of technical expertise, I, could not construct building on the said plot.

AND WHEREAS we have entered into a Registered Development Agreement dated **21 / 08 / 2024** with **DCS LANDMARK DEVELOPERS PRIVATE LIMITED (PAN-AAGCD5503N)**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-

Adhir Nath Basu

Adhir Nath Basu

700089, District- North 24-Parganas, represented by its Directors (1) **MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394)**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station- Dum Dum, Kolkata-700074, District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.-7929 7044 1978)**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station- Dum Dum, Kolkata-700074, District- North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360)**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station- Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007)**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station- Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, which was duly registered on 21/08/2024, in the office of the A.D.S.R. Cossipore- Dum Dum and recorded in Book No.-1, Volume No.-1506-2024, being **Deed No.-1506- 09010 for the year 2024**, for development of the said land by constructing G+ upper-storied i.e. Five storied building and upper-storied Building thereon on the terms and condition and stipulations contained in the said Agreement.

AND WHEREAS one of the conditions contained in the said agreement is that we shall grant Development Power of Attorney in favour of the Developer to carry out the Development work and also for transfer the flats/Garage/units to the intending Purchaser/s from the Developer's Allocation as mentioned in the said Development Agreement and also for execution and registration of the other Registered Deeds and documents for completion of the Development work. I, therefore appoint the **DCS LANDMARK DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas represented by its Directors (1) **MR. ABHIJIT DUTTA (PAN-AFIPD7566F, Aadhaar No.-5891 6551 1394)**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station- Dum Dum, Kolkata-700074,

Aadhaar No. 6036 8298 5007

Aadhaar No. 6036 8298 5007

District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA (PAN-AIFPD8224L, Aadhaar No.-7929 7044 1978)**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office- Motijheel, Police Station-Dum Dum, Kolkata-700074, District- North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY (PAN-AIBPC7570N, Aadhaar No.-2310 0574 0360)**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR (PAN-AOTPS0510E, Aadhaar No.-6036 8298 5007)**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, all are by faith- Hindu, by Occupation- Business, by Nationality- Indian, as my true and lawful Attorney for the purpose hereinafter mentioned and vesting the Company with the power and authorities to act and to perform as herein contained.

NOW KNOW ALL MEN BY THESE PRESENTS WITNESS that **WE**, said (1) **ADHIR NATH BASU**, son of Late Anilendra Nath Bose alias Basu, (2) **ASHIT NATH BOSE**, son of Late Anilendra Nath Bose alias Basu, do hereby appoint said **DCS LANDMARK DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, registered under the Indian Companies Act, 2013, having its registered office at Neelkusum Apartment, 932A/83, Jessore Road, Kalindi More, Room No. 16, Post Office and Police Station-Lake Town, Kolkata-700089, District- North 24-Parganas, represented by its Directors (1) **MR. ABHIJIT DUTTA**, son of Late Alok Kumar Dutta, residing at 654, Jawpur Road, Ramkrishna Park, Post office- Motijheel, Police Station- Dum Dum, Kolkata-700074, District- North 24-Parganas, (2) **MR. BIJAN KUMAR DUTTA**, son of Late Bijoy Kumar Dutta, residing at 472/A, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Post office-Motijheel, Police Station-Dum Dum, Kolkata-700081, District-North 24-Parganas, (3) **MR. DEBYENDU CHAKRABORTY**, son of Late Ramprasad Chakraborty, 384, Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, (4) **MR. KUNTAL SARKAR**, son of Late Nikhil Chandra Sarkar, 359/1, Sahid Hemanta Kumar Basu Sarani (S.H.K.B. Sarani), Jawpur Road, Ramkrishna Park, Post office-Motijheel, Police Station-Dum Dum, Kolkata-700074, District-North 24-Parganas, as my true and

lawful Attorney for us in my names and on my behalf to do execute and perform all or any of the following Acts, deeds, matter and things jointly or severally that is to say:-

1. To look after, manage, control, supervise and protect the said property in such manner as my said Attorney shall think fit and proper.
2. To cause necessary drafting work, preparing Building plan, site plan, floor plans, Completion Plan, Amalgamation Plan, specifications of structure, construction of multi-storied building in the said property as well as revised or new plans in respect of such construction and to sign all such building plans, site plan, floor plans, Completion Plan, specifications including revised or new plans or Addition Plan, Alteration Plan and to submit the same before the South Dum Dum Municipal Authority concern for sanction and to observe and perform all the formalities and obligations in connection of the sanction of the said building plan, site plan, floor plans, Completion Plan, specifications, Amalgamation Plan and also to sign Deed of Rectification, Deed of Declaration, Deed of Amalgamation and also with regard to specification and to receive all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan, Completion certificate etc., from South Dum Dum Municipality upon giving proper acknowledgement and or receipts for the same.
3. To appear before and represent me at the office of the B.L. & L.R.O., S.D.L. R.O., A.D.M.(L.R.), District Collector, Revenue Inspector, Urban Land (Ceiling and Regulations) Authority, GST Council, Service Tax, and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in any way in connection with the development of the said property.
4. To negotiate for sale or disposal of the Developer's Allocation as specified in the **said Development Agreement** and also fully described in the Schedule "C" herein below and also for development work in respect of entire "A" Schedule property, which includes the Owners' Allocation, fully described in the Schedule "B" herein below and Developer's Allocation, fully described in the Schedule "C" herein below and also in respect of the proportionate share in the land in the said property, on which said multi-storied building will be constructed together with all easement and other rights and appurtenances therein with any person or persons at the

choice of my said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as my said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all easement and other rights and appurtenances therein with any person or persons at the choice of my said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as my said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all agreement, contracts and other writings and papers relating to the sale, lease or disposal as aforesaid containing such covenants and conditions as my said Attorney shall think fit and proper.

5. To receive all moneys by way of earnest money or initial payment or payments or installments or full payment of consideration money in connection with sale, lease or disposal of flats or units or part of the said multi-storied building, which belongs to the Developer's Allocation as per said Development Agreement as well as proportionate share in the land in the said property and to grant valid and effectual receipts and discharges thereof.
6. To appoint engineers, architects, surveyors, supervisors, caretaker, masons, carpenters, electricians, plumbers, mistries, collies, labourers, durwans and all other persons required for the construction, supervision and all other works in connection with the said multistoried building in the said property at such wages, remuneration fees or other payments and on such terms and conditions as my said Attorney shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
7. To apply to appropriate authorities for cement, iron, steel and other materials required for construction of the said multi-storied building and to purchase the same at such price and on such terms and conditions as my said Attorney shall think fit and proper.
8. To apply to appropriate authorities for electric connections sanitary, connections, water supply connections, drainage and sewerage connections, temporary or permanently for the said multistoried building in the said property .

9. To pay or cause to be paid all Municipal rates, taxes and other outgoing and impositions payable in respect of the said property during the construction of the said multistoried building.
10. In terms of the **said Development Agreement** and to sign and execute all conveyance, deeds or lease or deed of transfer and all other documents and writings in respect of the newly constructed building or any portion thereof or the flats or units in the said multi-storied building, which relates to the Developer's Allocation as mentioned in the Development Agreement stated above as well as the proportionate share of the land in the said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as my said Attorney shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law.
11. In case of acquisition or requisitions either by State Government or Central Government of the said land in the said property as well as the multi-storied building therein or any portions thereof, to file objections and to apply for compensations and such authorities and to receive all compensation and statutory allowance and to grant proper receipts and for the said purpose, to appoint Advocates, solicitors and lawyers and to sign retainers warrants of Attorney and Vakalatnama and to pay the received amount mandatorily to the Owners.
12. To make representations to Government, Military Railways public bodies and any other bodies, authorities and persons concerned relating to the said property and/or the said multistoried building and all matters relating thereto.
13. To ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter to belong to use whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, more fully described in the Schedule "C" herein below, and to give valid and effectual receipts and discharges for the same.
14. To commence, prosecute, defend and continue all actions suits, appeals and other legal proceeding or which may hereafter be commenced by or against us individual or joint capacity in and outside the union or India in any court of

justice, civil criminal or Revenue, both appellate and original, in respect of the said property and to appear before all Magistrates and other officers for the recovery of any debt or other sum of money, right, title interest property matter or thing whatsoever now due or payable or deliverable or in anywise belonging to us in respect of the said property by any means or on any means or any account whatsoever to prosecute, defend or discontinue or become non-suited therein to settle, compromise and refer to arbitration any suits, appeal, actions or proceeding to appoint solicitors, council, advocates, pleaders or other legal agents and to sign Vakalatnama and to sign and verify complaints, written statement, petitions and other pleadings and documents to prefer appeals and to apply for reviews and revisions, to apply for execution of decrees and orders to draw money from any court, Accountant General, official receiver or other authorities and to give effectual receipts and discharge for the same and to accept service of writs of summons and other legal process and generally to do and represent us before all courts, Magistrates, and other judicial criminal and revenue authorities in and outside the union of India.

15. To adjust, settle, compromise all disputes, accounts or any other matter regarding my property building or documents, which may arise hereafter between us and any other person, firm or company on such terms as my said Attorney may think fit and proper.
16. To execute and registrar necessary Deed of Conveyance in favour of the intending purchaser or purchasers on my behalf and to present any such conveyance or conveyances for registration to admit; execute before the registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in the said property as per Development Agreement stated above and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying the said property or newly constructed multi-storied building and/or any part thereof on the basis of **said Development Agreement** and other things, which my said Attorney shall consider necessary for conveying the said Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as we, could do the same by us jointly or severally.

17. Generally to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as I, myself could do personally.
18. We do hereby ratify and confirm and agree and covenant with my said Attorney shall lawfully do or execute or purport to do or execute or about the premises by virtue hereof and hereby declare that every such act deed matter or things lawfully done or execute or purporting to be lawfully done or executed by my said Attorney.

THE SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of SHALI land measuring about **01 Cottah 14 Chittacks 19 sq. ft. more or less** (equivalent to 02.76 Decimals more or less) **along with old One-storied pucca structure measuring about 1162 sq. ft. (612 sq. ft. Pucca structure and 550 sq. ft. Roof Tile Shed) more or less**, situated at Mouza-Kalidaha, J.L. No.- 23, Re Su No.-16, Touzi No.-1298/2833, comprising in C.S. Dag No.-2054, R.S. Dag No.- 5200 & 5203, L.R. Dag No.- 5200, under C.S. Khatian No.-663, R.S. Khatian No.-1418 & 1421, L.R. Khatian No.-2602 & 2603, having Municipal Holding No.-549, SahidHemanta Kumar BasuSarani (S.H.K.B. Sarani), Premises No.- 549 (formerly 368/1 & 368/2), SahidHemanta Kumar BasuSarani (S.H.K.B. Sarani), (formerly known as Jawpur Road) Post office- Motijheel, Kolkata -700074, under Ward No.-18 of South Dum Dum Municipality, under A.D.S.R. Cossipore- Dum Dum, under P.S.-Dum Dum, District-North 24-Parganas, which is butted and bounded as follows:-

ON THE NORTH: - 16 feet wide Road

ON THE SOUTH: - Multi-storied Building

ON THE EAST: - Two-storied Building

ON THE WEST: - Two-storied Building

THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)

OWNERS' ALLOCATION shall mean: - The Land Owners will get their fixed Allocation on the proposed Multi-storied Building, which will be standing on the amalgamated land are as follows:-

Mr. Adhir Nath Basu will get Two Nos. of Flats, each one is measuring 300 sq. ft. Super Built up area, on the Top Floor and each Flat will consist of 01 Bed Room, 01 Kitchen and 01 Toilet

Mr. Ashit Nath Bose will get (a) One Flat measuring 600 sq. ft. Super Built up area on the 1st Floor and (b) One single Room measuring 125 sq. ft. Super Built up area on the Ground Floor, Back Side [with option to purchase additional area (if the Developer thinks fit and proper) on the back side of the Ground Floor adjacent to aforesaid single Room from the Developer's Allocation at such rate as the Developer thinks fit and proper].

Be it pertinent to mention here that after getting the Owners' Allocation, the present owners shall have to execute Deed of Partition, Deed of Gift and/or other registered document to enjoy their portion in a demarcated way and after execution and registration of aforesaid documents, Owners' Allocation will take effect.

THE SCHEDULE "C" ABOVE REFERRED TO -
(DEVELOPER'S ALLOCATION)

DEVELOPERS/PROMOTERS ALLOCATION shall mean the remaining area after providing for Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

In case this Power of Attorney unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the 21st day of August, 2024 A.D.

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES: -

1. Ananti Bose.
368/1, Jawapur. Road Adhirmath Basu
R.K. park, Kol-74.

Ashul Nath Bose

SIGNATURE OF THE EXECUTANTS

Power of Attorney duly Accepted by us: -

2. Anupita Bose
368/1 Jawapur Road
Ranikrishna Park
Kolkata - 700074

DCS LANDMARK DEVELOPERS PVT. LTD.

Abhijit Dutta
H - - - - - Dutta

3. Angana Dutta Bose
BA, Latafath Hossain Lane.
Beleghata. Uria Bagan.
Kolkata - 700085.

4. Aditi Basu (Ghosh)
368/2, Sahid Hemanta kr.
Basu Sarani (R.K. Park)
Kolkata - 700074

Debyendu Chakraborty

Keental Saman

Director

SIGNATURE OF THE ATTORNEYS

Drafted by me as per instruction of the parties hereto and Read
over & Explained by me and Prepared in my office: -

Kousik Saha
(KOUSIK SAHA) Advocate
WB - 1699/2001
District Judges' Court, Barasat
North 24-Parganas