

0226

I-222/2023

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 297754

certified that the Document
is Admitted to Regd. ...
Sign ... Sheet and the ...
...
Documents are the Part of the
Document

A.D.S.R. Dargah
Baroda

16 JAN 2023

DEVELOPMENT AGREEMENT
AND
POWER OF ATTORNEY

Act

16 JAN 2023

Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman



Licence NO-1/93

A.D.S.R. Office, Durgapur-16

Stamp Vender

Ram Prasad Banerjee

Purchase:-Durgapur

Name of the Treasury from where

Paper from Treasury.....

Date of Purchase of the Stamp

Value of Stamp.....

Address.....

Sold to.....

SI No.....

1857

Date.....

16 JAN 2023

22 DEC 2022

shil

THIS DEVELOPMENT POWER OF ATTORNEY executed on the 16th day of JANUARY, 2023

TO ALL TO WHOM THESE PRESENTS SHALL COME, I MR. BISWARUP SHIL [PAN No. : BBPPS6268D], son of PRAFULLA CHANDRA SHIL, aged about 54 years, by religion-HINDU, by occupation- Business, residing at 32 Arterial road, near NIT LS gate Durgapur, Police Station- Aurobindo, Durgapur, District - Paschim Bardhaman, PinCode - 713204 hereinafter called "**THE OWNER**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its legal heirs legal representatives, executors and administrators).

WHEREAS WE have agreed to empower, appoint, authorise, nominate and constitute **M/S MASSIVE DEVELOPERS PRIVATE LIMITED** (PAN No. : AAQCM3385F), a private limited company within the meaning of the Companies Act, 1956, having its principal place of business presently at ¾ Central Park, City Centre, Durgapur, Post Office -Durgapur, Police Station, City Centre, Pin Code-713216, District- Paschim Bardhaman, and represented by its Director Sri Satyajit Mukherjee [PAN No. : DDUPM6451H], son of Sri Uttam Mukherjee, residing at Village + Post - Balijuri, Police Station - Durgapur Faridpur, Pin - 713363, District - Paschim Bardhaman, as my true and lawful Attorney to do and perform or cause to be done or performed all the following acts, deeds and things for me and on my behalf in regard to the land situated within the District of Paschim Burdwan, PS- Durgapur, Mouza- Bhiringi, specifically mentioned in following scheduled property.

AND WHEREAS WE purchased the schedule mentioned flats by virtue of Sale Deed Nos- I-2306-13144 for the year of 2022 of A.D.S.R. Durgapur for the year and same has been duly mutated in the L.R. Records of Rights and thereafter we are peaceful and Uninterrupted owner and possessor of the schedule mentioned property having indefeasible title thereto which is free from all encumbrances, charges and/or mortgages.



AND WHEREAS it is pertinent to mention here that owing to our financial difficulties and other personal problems we could not undertake construction and development of our said kind and in consequence thereto we invited offers from prospective developers who are financially sound to undertake the development of the property at its own costs and to grant and allot in favour a portion of the developed area in the said property with the liberty and authority for the Developer to dispose of or otherwise deal with the remaining portion of the developed area according to their discretion and as such we have decided to hand over possession of the Schedule mentioned landed properties to our said Attorney who is a Promoter/Developer having wide reputation in the locality to promote and develop the said property by development thereon on the understanding that:-

- 1) 40 % flats of the total developed property (the Project Plan developed by Massive Developers Private Limited which is mentioned and attached here with this deed of development and power of attorney agreement) shall be handed over to Biswarup Shil accordingly by aforesaid Attorney within 30 (Thirty) months from the date of this agreement. Rest 60 % will be sold by Massive Developers Private Limited on behalf of Biswarup Shil.
- 2) Selection and allocation of flats will be done on mutual understanding and in case of conflict Massive Developers Private Limited will hold the right to decide and their decision will prevail and will be binding in nature. All flats which are sold by Biswarup Shil or their representative will be considered void if any written consent is not taken from Massive Developers Private Limited prior to the sale registration process. Within 7 working days from the date of plan sanctioned, the allocated part of the land owner will be



specified along with the NOC to sale with mutual understanding of both the parties.

- 3) Biswarup Shil will have no interest or claim on any additional sum of money Massive Developers Private Limited is getting from any client for any development or construction purpose apart from sale.

AND, WHEREAS in the circumstances and on the basis of the said 'understanding as settled between ourselves and our said Attorney, we think it proper to execute this Deed of Power of Attorney authorizing my said Attorney to carry out the development of the said schedule mentioned land in exercise of the following powers conferred upon my said Attorney.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

I. To look after, manage and supervise the said land & property for us and on our behalf and to take all appropriate steps for preserving, our right, title, interest and possession over the said land.

2. To develop residential, commercial and others flats consisting of proper plan, road map, electrical plan, proper sewerage system, drinking water facilities and by taking assistance of engineering expert in accordance with valid

plan/s sanctioned by the concerned authorities or other competent authorities.

3. To submit proper plan duly prepared through competent person/planner/Civil Engineer before the concerned authority of after signing the same for us and on our behalf for the purpose of development upon the schedule mentioned land and to deposit the requisite fees for getting the said plan get sanctioned and to collect the receipts and on our behalf. In this connection our said Attorney shall be able to sign and execute all other papers, documents, applications, forms, affidavits, etc. for us and on our behalf.

4. To spend money for such development activities according to his discretion and at his own costs and expenses.

5. To enter into any agreement or contract with any person/s for selling the said developed flats (except the said flats allotted to the present owner) in the proposed property to such party or parties and on such terms as our said Attorney deems fit and proper and furthermore will be competent to execute all agreements Contracts in relation to such transfers by receiving advance money or consideration price from the prospective buyer and the same consideration amount deposited in the Account of the Developer.

6. To sign and execute all sale deeds for us and on our behalf transferring all our right, title and interest in respect of the said property (excepting our allocation as aforesaid) in favour of all transferees on receipt of considerations by the Power of Attorney holder which may be mentioned in all such conveyances and to present the said sale deed/s before the

RCM

appropriate registering authority for getting the same registered for us and on our behalf.

In connection with such registration, our said Attorney shall be competent to sign and execute all other relevant papers, documents, forms, notices, etc, at the registration Office which shall be found essential in this regard for us and on our behalf.

7. To hand over possession of the developed property so sold to the transferee for us and on our behalf.

8. To represent us before all the offices, authorities and departments Of the State Govt, Central.Govt. and in other private and public offices and to submit all petitions, returns, complaints and statements as and when required by executing the same, for us and on our behalf.

9. To file suits, claims, and other Legal proceedings in all court civil, criminal, revenue and other 'statutory authority and tribunals for us and on our behalf by signing all complaints, petitions, affidavits, and to pursue all such legal proceedings by appointing Lawyers, Advocates, etc. by executing necessary Vakalatnama and other Powers for us and on our behalf and to file all Motions, Revisions, Appeals, Writ petitions, etc. against all judgments, orders and decrees which may be passed by any Court and /or judicial and quasi judicial authorities in appropriate. 'Higher Court or Courts including the writ court and to defend me' in like -manner against all suits, cases' legal proceedings, revisions, motions, appeals, etc. which may be brought against us in connection with our said property at their costs.

Ref

10. That our Attorney shall be at liberty to sell, transfer, receive payment, mortgage, lease, gift, exchange, or allot and transfer the developed flats thereof in the said scheduled landed property to any person including financial institutions, organizations, etc. at such price and on such terms and conditions as the Developer/Attorney may think fit and proper subjected to any terms that may be imposed by any authority, excepting our allocation as aforesaid. This development power of attorney agreement may be revoked after completion of 3 year from the date of this agreement and only by three month prior notice before revocation if so required on any ground.

11. And generally to do everything what we could do legally for us and on our behalf and we undertake to ratify and confirm all Such acts, deeds and things what will be lawfully done by our said Attorney in exercise of the terms of the Deed of Power of Attorney hereby conferred.

12. By virtue of this power of Attorney, Massive Developers Private Limited will not be liable for any act or abstinence of any required legal act done by the owners before and after the formation of this development power of attorney.

13. That the owners will be solely responsible to deliver peaceful possession of the said property and in case of failure to provide such authority to the attorney, Massive Developers Private Limited will have the discretion to terminate or continue on its own set terms and conditions which will be binding on the owners to follow without opposition.

14. In case of any conflict with measurement or prior registration done without the knowledge of attorney the whole power of attorney agreement shall be deemed to be valid except the portion of land in dispute.

15. In case of any dispute arising out of owners' act (like financial due) amounting to resistance in progress of work,



owners will be liable to pay the total damage of both financial and reputation of Massive Developers Private Limited '.

16. As long as the Development work will continue no one other than the client to whom their land area is sold can enjoy the property to their extent of rights, only those who will purchase any flat as Scheduled, Planned and Developed by Massive Developers Private Limited will have the right to enjoy the property.

17. For any disturbance to work or dispute by any person or persons or any legal obstruction arising out of any act or abstention from doing any necessary act by Biswarup Shil or by their representative which results in hindrance to Massive Developers Private Limited ' marketing, operations, construction or any other developmental work will be compensated by Biswarup Shil accordingly to the quantum of damages by considering the investment done by Massive Developers Private Limited on Staff salary, advertisement, direct payment to Biswarup Shil, construction and planning of road, drainage, sewerage, electricity, maintenance, reputation, goodwill and advance amount.

18. That all execution of sale deeds by Biswarup Shil or any other person represent the concerned parties will be void if they perform sale execution of properties other than the prior specific permission from Massive Developers Private Limited for each flat to be sold by Biswarup Shil as per this deed .

19. By this Power of Attorney no title right interest of the said property is transferred to the attorney.

20. All payments so far done towards Biswarup Shil will be taken under the purview and in accordance to this agreement.



IT IS HEREBY DECLARED THAT the full name, colour passport size photograph and finger prints of each finger of both the hands of executants in separate page which will be part and parcel of this development power of attorney.

**SCHEDULE OF THE PROPERTY OF BISWARUP SHIL ABOVE
REFERRED TO**

District: Paschim Bardhaman, **Police Station.** Durgapur. **Sub-Division and A.D.S.R.** Durgapur, **JL No.** 119, **Mouza** Bhiringi , **Khatian No.** 13874 and 14043, LR Dag No – 3920, RS Dag No - 1503 West Bengal, BL&LRO Durgapur – Faridpur, **Post Office.** Bhiringi

Butted and bounded:

ON THE NORTH: By 16 ft. wide road.

ON THE SOUTH: By Land of Sadhan Pandit

ON THE EAST: By Land

ON THE WEST: By the land of Gokul Pal

Total Area of Land admeasuring 9 decimal.

RLH

IN WITNESS WHEREOF, WE have executed this DEVELOPMENT POWER OF ATTORNEY in the presence of the A.D.S.R., Durgapur attesting hereunder on the day, month and year first above written.

Witnesses:

1. *Asish Gupta*
S/o Ram Lakham Gupta
Palashdaha,
DGP-08

Siswarup Saha
SIGNATURE OF FIRST PARTY

2. *Rakesh Kumar Chatterjee*
City Centre
D.G. 16

MASSIVE DEVELOPERS PVT. LTD.

Satyajit Khuntia
Director

SIGNATURE OF SECOND PARTY

Drafted as per instructions of the
Executants and read over and explained
in mother language of the Executants and

Identified by me:

Rakesh Kumar Chatterjee
License No. D.P.R. 27
Deed Writer.
Durgapur. A.D.S. Rohie

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle Finger	অনামিকা Ring Finger	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর

Signature.....*Salimurup Sult*

হস্তাঙ্গুলীর টিপ ছাপ ও ফটো / Fingers Print & Photo

বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle Finger	অনামিকা Ring Finger	কনিষ্ঠা Small Finger
ডান হাত Right Hand					

ফটো
PHOTO

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর

Signature.....

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বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle Finger	অনামিকা Ring Finger	কনিষ্ঠা Small Finger
ডান হাত Right Hand					



Salimurup Sult

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

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স্বাক্ষর

Signature.....*Salimurup Sult*

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বাম হাত Left Hand					
	বৃদ্ধাঙ্গুল Thums	তর্জনী 1st Finger	মধ্যমা Middle Finger	অনামিকা Ring Finger	কনিষ্ঠা Small Finger
ডান হাত Right Hand					

উপরের ছবি ও টিপগুলি আমার দ্বারা প্রত্যায়িত হইল।

Pass port size photograph & Finger Print of both hand attested by me

স্বাক্ষর

Signature.....

Major Information of the Deed

Deed No :	I-2306-00222/2023	Date of Registration	16/01/2023
Query No / Year	2306-8000092721/2023	Office where deed is registered	
Query Date	11/01/2023 12:16:16 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Rokshakar Chatterjee City Centre, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, Mobile No:-9434474691, Status :Deed Writer		
Transaction		Additional Transaction	
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value		Market Value	
		Rs. 58,67,494/-	
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]:- 230613144/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: 54 Feet Road, Mouza: Viringi, Pin Code : 713213

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3920 (RS :-)	LR-13874	Vastu	Vastu	3.3 Dec		21,51,415/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L2	LR-3920 (RS :-)	LR-14043	Vastu	Vastu	5.7 Dec		37,16,079/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			9Dec	0 /-	58,67,494 /-	
	Grand Total :				9Dec	0 /-	58,67,494 /-	

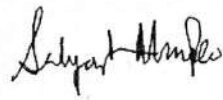
Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BISWARUP SHIL (Presentant) Son of PRAFULLA CHANDRA SHIL Executed by: Self, Date of Execution: 16/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office	 16/01/2023	 LTI 16/01/2023	 16/01/2023
32, ARTERIAL ROAD NEAR NIT LS GATE, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713204 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BBxxxxxx8D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 16/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office				

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	MASSIVE DEVELOPERS PRIVATE LIMITED 3/4, CENTRAL PARK, CITY CENTRE, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216 , PAN No.:: AAxxxxxx5F,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 SATYAJIT MUKHERJEE Son of Mr UTTAM MUKHERJEE Date of Execution - 16/01/2023, , Admitted by: Self, Date of Admission: 16/01/2023, Place of Admission of Execution: Office	 Jan 16 2023 4:17PM	 LTI 16/01/2023	 16/01/2023
Village:- BALIJURI, P.O:- BALIJURI, P.S:-Faridpur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713363, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: DDxxxxxx1H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MASSIVE DEVELOPERS PRIVATE LIMITED (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ASISH GUPTA Son of RAM LAKHAN GUPTA PALASHDIHA, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713208			
	16/01/2023	16/01/2023	16/01/2023
Identifier Of Mr BISWARUP SHIL, Mr SATYAJIT MUKHERJEE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWARUP SHIL	MASSIVE DEVELOPERS PRIVATE LIMITED-3.3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BISWARUP SHIL	MASSIVE DEVELOPERS PRIVATE LIMITED-5.7 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: 54 Feet Road, Mouza: Viringi, Pin Code :-713213

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3920, LR Khatian No:- 13874	Owner:বিশ্বরূপ শীল, Gurdian:প্রফুল্ল কুমার শীল, Address:নিজ , Classification:বাস্ত, Area:0.03300000 Acre,	Mr BISWARUP SHIL
L2	LR Plot No:- 3920, LR Khatian No:- 14043	Owner:বিশ্বরূপ শীল, Gurdian:প্রফুল্ল চন্দ্র শীল, Address:দুর্গাপুর , Classification:বাস্ত, Area:0.05620000 Acre,	Mr BISWARUP SHIL

On 11-01-2023

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 58,67,494/-

Santanu Pal

Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

On 16-01-2023

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 13:09 hrs on 16-01-2023, at the Office of the A.D.S.R. DURGAPUR by Mr BISWARUP SHIL ,Executant.

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

Execution is admitted on 16/01/2023 by Mr BISWARUP SHIL, Son of PRAFULLA CHANDRA SHIL, 32, ARTERIAL ROAD NEAR NIT LS GATE, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713204, by caste Hindu, by Profession Business

Indetified by Mr ASISH GUPTA, , , Son of RAM LAKHAN GUPTA, PALASHDIHA, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713208, by caste Hindu, by profession Others

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

Execution is admitted on 16-01-2023 by Mr SATYAJIT MUKHERJEE, director, MASSIVE DEVELOPERS PRIVATE LIMITED, 3/4, CENTRAL PARK, CITY CENTRE, City:- Durgapur, P.O:- DURGAPUR, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713216

Indetified by Mr ASISH GUPTA, , , Son of RAM LAKHAN GUPTA, PALASHDIHA, P.O: DURGAPUR, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713208, 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 Fee: 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 1857, Amount: Rs.50.00/-, Date of Purchase: 16/01/2023, Vendor name: Ram Prasad Banerjee

Santanu Pal

Santanu Pal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Paschim Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 4461 to 4477

being No 230600222 for the year 2023.



Digitally signed by Santanu Pal
Date: 2023.01.18 12:46:02 +05:30
Reason: Digital Signing of Deed.

Santanu Pal

(Santanu Pal) 2023/01/18 12:46:02 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)
