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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 359273

30/11/23

19-30th

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

Armed
District Sub-Registrar-V
Alipore, South 24 Parganas

Armed
District Sub-Registrar-V
Alipore, South 24 Parganas

03 JAN 2025

27-12-2024

DEVELOPMENT POWER OF ATTORNEY AFTER

REGISTERED

DEVELOPMENT AGREEMENT

27 DEC 2024

1. Date : 30th day of November 2023
(TWO THOUSAND TWENTY THREE).

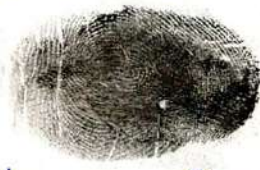
2. Nature of document : Development Power Of Attorney.

নং তার 07 JUL 2023

মুদ্রা
ফোতা H. Sardar
Advocate

ভেডার :- শ্রী প্রণব দে Barupur Civil Court

Arun Paul



V.C.T. II
3213

Arun Paul



V.C.T. II
3214

Paran Aggarwal



V.C.T. II
3215

Prashant



V.C.T. II
3216

Sunny Shaw

B/o. Sonarpim
Subhashpally
Kot-1750

B/o. Kishanishan



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3. Parties:

3.1 Grantors/Principals : ARUN PAUL (PAN -AONPP2786B) (AADHAAR NO. - 9901 4680 7472), son of Late Chandra Benode Paul, by faith - Hindu, by occupation - Retired person, by nationality - Indian, residing at 2/38 A/1 Sree Colony, Circus Avenue, Post Office - Regent Estate, Police Station - Netaji Nagar, Kolkata - 700092, District - South 24 Parganas, hereinafter called and referred to as the **GRANTOR/PRINCIPAL** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**

3.2 Attorney: I, ARUN PAUL, THE GRANTOR HEREIN, do hereby agree and declare that all acts, deeds and things done, executed or performed by "**YASHVI CONSTRUCTION (PAN- AADFY2168G)**" shall be valid and binding on me/us to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required from this ^{30th} Day of November, Two Thousand Twenty ^{THREE} ~~two~~, hereunder;

Grant of powers in respect of **ALL THAT** piece and parcel of undivided shali land measuring total **04 Cottahs10 Chittaks 39 sq. ft.** which is equivalent to **7.72 decimal**

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more or less in R.S. & L.R. Dag No. 208/260, in R.S & L.R. Dag No. 208/261, in R.S & L.R. Dag No. 208/262, L.R Khatian No.2895, under R.S Khatian No. 44, comprised in Mouza- Nayabad, J.L. No.25, In Premises No.4008, Nayabad, Vide Assessee No.311090840555, Street Name, Nayabad, Ward No. 109, Touzi No.56, District Sub Registrar - V, Alipore, Police Station - Purba Jadavpur, Post Office-Panchasayar, Police Station - Purba Jadavpur, District - South-24 Parganas, Kolkata-700094, within the limits of Kolkata Municipal Corporation, adjacent to Nayabad Road, along with 100 sq.ft cemented floor tile shed structure together with all easements rights and appurtenances thereto more fully described in the **SCHEDULE** hereto and hereafter called the "**Said Property**".

5. Background:

5.1. WHEREAS MR. ARUN PAUL the principals hereto, are the absolute joint Owners of **ALL THAT** piece and parcel of undivided shali land measuring total **04 Cottahs 10 Chittaks 39 sq. ft.** which is equivalent to **7.72 decimal** more or less in R.S. & L.R. Dag No. 208/260, in R.S & L.R. Dag No. 208/261, in R.S & L.R. Dag No. 208/262, L.R Khatian No.2895, under R.S Khatian No. 44, comprised in Mouza- Nayabad, J.L. No.25, In Premises No.4008, Nayabad, Vide Assessee No.311090840555, Street Name, Nayabad, Ward No. 109, Touzi No.56, District Sub Registrar - V, Alipore, Police Station - Purba Jadavpur, Post Office-Panchasayar, Police Station - Purba Jadavpur, District - South-24 Parganas,



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Kolkata-700094, within the limits of Kolkata Municipal Corporation, adjacent to Nayabad Road, along with 100 sq.ft cemented floor tile shed structure together with all easements rights and appurtenances thereto **TOGETHER WITH** all easement rights benefits, facilities and other advantages attached thereto and have been possessing and enjoying the same on payment of rents and taxes hereof to the authority concerned.

5.2. AND WHEREAS in order to construct a multi-storeyed building on the aforesaid land more fully mentioned in the **SCHEDULE** hereunder written and hereinafter referred to as the "**Said Property**" the Principals herein has entered into an Agreement for Development with the Developer, **YASHVI CONSTRUCTION (PAN- AADFY2168G)** a Partnership Firm having its registered office at GE- 145, Phase- 1, 908, Rajdanga Main Road, Police Station- Kasba, Kolkata- 700107, South 24 parganas, duly represented by its Partners namely, **(1) SRI BIKASH AGARWAL (PAN AHAPA8484B) (AADHAR NO. 2723 8304 8531)**, son of Late Rajendra Kumar Agarwal, by occupation- Business, by Nationality- Indian, by faith-Hindu, on certain terms and conditions inter alia stated therein and in terms of the said Development Agreement the Developer will construct building as per the building plan to be sanctioned by the Kolkata Municipal Corporation and after completion of construction of the said building the Developer herein and therein will hand over and deliver Owners' Allocation, as per terms of the said **Agreement for Development Being** No. 3640/2023 **under D.S.R- V, Alipore** to the

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owners and the Developer will be entitled to sale, transfer and convey the Developer's Allocation including the undivided share of land in the said Property and along with various common areas in the said Property to the intending purchaser/s after obey in accordance with the terms of the said **Agreement for Development** dated 3640 / 2023 upon receiving the consideration thereof and for the purpose of the said construction and to sale the Developer's Allocation, I do hereby appoint the said Developer as my Attorney to do all acts, deeds matters and things in my name and on my behalf mentioned hereafter in respect of my property mentioned in the **SCHEDULE** hereunder written.

Arum Law

6. Now Know You All By These Presents:

6.1 Grant: The Grantors/Principals do and each of them doth hereby nominate, constitute and appoint the Attorney to do, execute and perform all or any of the deeds, matters and things mentioned in Clause 6.2 relating to the Said Property.

6.2 Powers:

The Attorney shall have the power:

6.2.1 To enter into the Said Property and to hold and possess the said property and take all actions, for commercially exploiting and developing the Said Property, soil testing, making the boundary walls etc.

6.2.2 To represent the Principals before any and/or every Concerned Authority/s in relation with any and/or every type of work in respect of the property mentioned in the Schedule hereto.

6.2.3 The Developers/Attorneys herein shall be entitled to continue the construction work and previous agreement for



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sale executed by the Developer/Attorney herein and also execute Deed of Conveyance towards Agreement for Sale and also to continue other transaction made by the Developer and also to enter into new Agreement for sale and register the same at any registration office in the state of West Bengal for their share of allocation in terms with the Development Agreement and to do all acts deeds as per said **Development Agreement dated ...28/11/23**

6.2.4 To make various deposits of all necessary fees, charges, levies or other charges into various concerned Government Department/s and/or Authority/s and /or Office/s including Kolkata Municipal Corporation, WBSEDCL etc. in respect of the Schedule mentioned property and also to get refund for any excess payment and to issue proper and valid receipt for the same.

6.2.5 To approach and/or make applications before the Kolkata Municipal Corporation, and others concerned Government Department/s and/or Authority/s and /or Office/s (including signing on the required papers and/or documents) for getting necessary permission, and connections like water, electric supply etc. in the name of the Principals and/or on their behalf and to take delivery of the said permission from the Concerned Departments and/or Authorities of the Kolkata Municipal Corporation and others. The Attorney is hereby authorized to sign on the Completion Plan and / or any deviation / addition / alteration of the same for submitting the same before the Kolkata Municipal Corporation or any other concerned Authority/s (including Layout Plan for water supply and drainage also) in respect of the property mentioned in the Schedule hereto and to receive all approved and sanctioned Plans, Specifications, Drawings and other related documents also the completion and other certificates from the Kolkata Municipal Corporation and/or other authorities. And the Developer shall develop/construct at their cost and also shall be entitled to appoint labour/contractor/any other skilled or unskilled person to complete the construction work as per the plan duly sanctioned by Kolkata Municipal Corporation.

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- 6.2.6** To take all actions and proceeding so that the Plans and Drawings that may be sanctioned and to settle and compromise all actions and proceedings on such terms, conditions, or covenants and for such consideration as our said Attorney may deem fit, appropriate, expedient and proper.
- 6.2.7** To appear before the Kolkata Municipal Corporation and all of its departments, Urban Land Ceiling Authorities, any other Authority or Authorities or Tribunal or otherwise relating to and/or arising out of any permission, no objection, clearance or otherwise, clearances or otherwise as may be required so as to obtain sanctions and approvals relating thereto and to make, sign, execute, verify affirm all or any documents, papers, forms, affidavits, declarations or others and to accept services of all notices or communications or otherwise and also to produce original documents for their verifications.
- 6.2.8** To file and submit declarations, statements, applications, and/or returns make commitments and give undertakings in respect of the property mentioned in the Schedule hereto and to represent the Principals before and correspond with the concerned Authority/s for any of the matters relating to the Property mentioned in the Schedule hereunder.
- 6.2.9** To do and/or perform any necessary and required acts, and giving declaration, and executing deeds matters for the purpose of development and enjoyment of the said Property mentioned in the Schedule hereunder.
- 6.2.10** To execute any necessary declaration and/or documents in relation to the Developer Allocation's in the Schedule property herein (including Agreement for Sale, Deed of Conveyance and Lease) and if required make the same registered with the concerned Authority/s only.
- 6.2.11** To represent the Principals before the Registrar, sub-registrar and/or other such Authorities in all connections in respect of execution and registration of the required Declaration, Rectification or any other documents



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and/or any other related Document/s (including Sale Deed or any other type of Deed of Transfer) only in respect of the Developer's Allocation mentioned herein above comprised in the Scheduled property below, and to receive from such intending purchaser or purchasers any earnest money and/or advances and also the balance consideration money including the entire consideration money and give valid receipts and discharge for the same and deposit the same in their account, as the occasion may require. It is also mentioned that the Developer can register deed of conveyance only after giving possession of the owner's allocation as per the terms of Development Agreement.

6.2.12 The Developer herein shall be entitled to mortgage the Developer's Allocation only as per the terms of Development Agreement for obtaining project finance and/or to obtain Financial Accommodation and release the same.

6.2.13 To accept for the Principals and in their name or on their behalf, service of any Writ or Summons or other legal process and to appear in any or all Courts of Law and/or Magistrate and/or Judicial Officer and/or any Tribunal or any other Hearing Office or Competent Person/s of any other Office/s whatsoever as the said Attorney shall deem advisable and to commence any action and/or other proceeding/s or to prosecute or discontinue or become non-suited as the said Attorney deem fit and proper.

6.2.14 To appoint Pleader/s, Solicitor/s, Advocate/s, Authorized Person/s, Lawyer/s, Agent/s to appear and to act in any Court of Law or before any Authority as may be needed and to revoke such appointment and to substitute any other in their place and stead in relation to the Schedule mentioned property.

6.2.15 To sign, verify and execute Vakalatnamas, Plaint/s, Written Statement/s, Counter Claim/s, Appeal/s, Review/s, Application/s, Objection/s, Affidavit/s, Authority/s, Paper/s and Document/s of every description that may be necessary to be signed, verified and executed for the purpose of suit/s, Action/s, Appeal/s and proceeding/s of any kind whatsoever in any Court of Law or Equity, whether or Original, Appellate,



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Testamentary or Provisional Jurisdiction or Judicial Authority and to appear and/or to make Petitions and/or Applications in any such Court Or Courts aforesaid in any Suit/s, Action/s, Appeal/s and/or Proceeding/s brought and/or commenced and/or defend, answer or oppose the same or suffer Judgment/s or Decree/s to be or had given, taken or pronounced in any such Suit/s, Action/s, Appeal/s, Proceeding/s and to execute Decree/s as the said Attorney shall be advised or think proper.

6.2.16 To negotiate for sale, lease and transfer with the intending purchaser or purchasers various Flats and car parking spaces of the new building of the Developer's Allocation only written in the said **Development Agreement dated ... 28/11/2023 ...** only, lying and situate on the said property morefully described in the schedule hereunder written and also to sign, execute and enter into agreement for sale with such intending purchasers and to receive earnest money and deposit the same in their account.

6.2.17 To appear before the BLRO, DLRO office or before the LD. Additional District Magistrate, or District Magistrate or Urban land Ceiling Authorities or before any other Central or State Government officers or before any Judicial Authority or Quasi Judicial Authority or Otherwise before any Government or Semi Government Authorities or Private bodies or any company or otherwise as required in connection with Mutation, Conversion of Land, Permission from Urban Land Ceiling Authorities, KMDA, Additional Land Acquisition Offices etc. and sign and present all forms documents, affidavits, make submissions oral or written and present himself before any or all authorities.

6.2.18 To receive and pay and/or deposit all moneys, including Court Fees and receive refunds from any Court or any Officer thereof or from any person, firm or body/corporate any amounts due and payable to the Principal on any account whatsoever if the amount was paid by the Developer and to give, sign and execute all papers, receipts, release and discharge the same in respect of the Schedule mentioned property.

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- 6.2.19** To accept notices and service of papers from the Municipality, Postal and/or other authorities and/or persons, Government, semi-Government, Public body or body corporate/private organizations in relation to the said land.
- 6.2.20** To apply for and obtain electricity, water, sewerage, drainage and other connection of any other utility in the said property and/or to make alteration therein and to close down and/or have disconnected the same and for that to sign, execute and submit all papers applications documents and to do all other acts, deeds and things as may be deemed fit and proper by our said Attorney.
- 6.2.21** To appear before any Government offices and to take all steps in connection with conversion of Land or for any other purpose deemed fit by the said Attorney.
- 6.2.22** To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual, with all intents and purposes according to the Laws and customs of India and particularly of West Bengal.
- 6.2.23** To sign and submit all papers, applications and documents for having the mutation effected in all public records and with all authorities and/or persons, including, the Municipal Authority and if necessary, to deal with such authority and authorities in any manner, to have such mutation effected.
- 6.2.24** To pay all outgoing or dues of Municipal Tax, Urban Land Tax, Land Revenue and other charges whatsoever, payable for and on account of the Scheduled Property.
- 6.2.25** To give undertakings, assurances and indemnities, as may be required for the purposes aforesaid.
- 6.2.26** To look after control manages and supervises the administration of the said property.
- 6.2.27** To employ and/or appoint architects, Surveyor or Surveyors, solicitors, advocates chartered accountants, income tax practitioners and/or agents or any



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Professional/Skilled/Unskilled labour and/or other men for the aforesaid purpose and also pay salaries, wages, charges and remuneration to them.

6.2.28 AND GENERALLY to do all acts, deeds and things as may be required to be done, executed and performed for the purpose of erection, construction and completion of the building at the said Land in accordance with law on our behalf.

7. **THE PRINCIPAL DO HEREBY DECLARE** that this Development Power of Attorney and accordingly the said Attorney shall be entitled to exercise independently the powers conferred upon him by this Power, in respect of the matters, related with the Schedule mentioned property and to do whatever necessary towards the successful materialization of the Development work.
8. **THE PRINCIPAL DO AND EACH OF THEM doth HEREBY DECLARE** to ratify and confirm whatsoever that the said Attorney shall do for the betterment of the Property by virtue of these presents till the power is valid and till the successful completion of the instant project as also till the disposal of the entire Allocation of the Developer and the same is revocable in nature as per the terms and conditions of the development Agreement.



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SCHEDULE
(Said Property)

ALL THAT piece and parcel of undivided shali land measuring total **04 Cottahs 10 Chittaks 39 sq. ft.** which is equivalent to **7.72 decimal** more or less in R.S. & L.R. Dag No. 208/260, in R.S & L.R. Dag No. 208/261, in R.S & L.R. Dag No. 208/262, L.R Khatian No.2895, under R.S Khatian No. 44, comprised in Mouza- Nayabad, J.L. No.25, In Premises No.4008, Nayabad, Vide Assessee No.311090840555, Street Name, Nayabad, Ward No. 109, Touzi No.56, District Sub Registrar – V, Alipore, Police Station – Purba Jadavpur, Post Office-Panchasayar, Police Station – Purba Jadavpur, District – South-24 Parganas, Kolkata-700094, within the limits of Kolkata Municipal Corporation, adjacent to Nayabad Road, along with 100 sq.ft cemented floor tile shed structure together with all easements rights and appurtenances thereto attached being butted and bounded as follows:-

ON THE NORTH	:R.S. DAG 235(P), 237(P) & 239 (P) (Narayan Das & Bhabotosh Sikder)
ON THE SOUTH	:R.S.DAG 208/262(P), 208/261(P) & 208/260(P) (Vivekananda Maity)
ON THE EAST	:17 Ft. ROAD & R.S. DAG 204(P) & 259 (P)
ON THE WEST	:R.S. DAG 208/263(P) (Pradip Das)



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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of Witnesses:-

1. *Prakashant*

2. *[Signature]*
Adv
12-1-103

Arun Paul

**SIGNATURE OF
GRANTOR/PRINCIPAL**

1. *[Signature]*

2. *[Signature]*

3. *Prakashant*

SIGN OF PARTNERS OF YASHVI CONSTRUCTION

SIGNATURE OF ATTORNEY

Drafted by

[Signature]
Adv

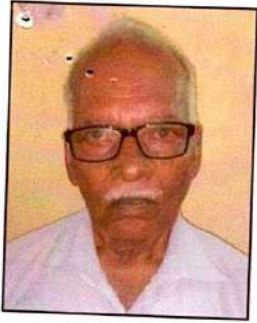
Advocate

Alipore Julges.com

F-1345-1246-2015



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Hand					
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NAME Arun Paul

SIGNATURE Arun Paul



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Left Hand					
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NAME

SIGNATURE [Signature]



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Right Hand					

NAME

SIGNATURE Pawan Agarwal



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Right Hand					

NAME Prashant Raj Khat

SIGNATURE Prashant

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Left Hand					
Right Hand					

NAME

SIGNATURE

	Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME

SIGNATURE



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