02116/20

I 01884/2020

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AD 485906

05/10/20
1.40
8/1209759/20

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

District Sub-Registrar-IV
Alipore, South 24-parganas

05 OCT 2020

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We (1) SRI SUBIR KISHOR ACHARYYA, (PAN- ALWPA0297J), AADHAAR NO. 3662 7938 8691, son

Contd.....2

of Late Subodh Kumar Acharya, by faith - Hindu, by Nationality – Indian, by occupation – Retired and **(2) SRI SUBRATA ACHARYA, (PAN-AEFPA5039Q), AADHAAR NO. 9938 1414 1570,** son of Late Subodh Kumar Acharya, by faith - Hindu, by Nationality – Indian, by occupation – Retired, both residing at 37, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700 075, District – South 24 Parganas, do hereby nominate and appoint **SRI DEBOPRIYO DHAR, (PAN- ALNPD9476B), AADHAAR NO. 8060 4881 5045,** son of Sri Debabrata Dhar, by religion- Hindu, by Nationality – Indian, by occupation- Business, residing at 2/1, South Road, P.O. Santoshpur, P.S. formerly Purba Jadavpur now Survey Park, Kolkata – 700 075, District – South 24-parganas, sole Proprietor namely **M.M.ENTERPRISE,** a proprietorship concern having its office at 2/1, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-parganas, to be our lawful Attorney in respect of our landed property mentioned in the schedule hereunder written and we do hereby authorise and empower our said Attorney to do execute and perform all acts, deeds and things in our name and on our behalf that is to say:-

1. To work, manage, control supervise the management and develop our landed property as mentioned in the schedule hereunder written and to use the same for construction purpose of an ownership apartment/ building thereon as per sanction plan of the Kolkata Municipal Corporation at the costs of said Attorney.

2. To advertise, negotiate on terms for sale of all flats of the proposed new partly **G + 3** storied and partly **G + 4** storied residential building to be raised and/or constructed on the land in **K.M.C. Premises No. 68, South Road (Santoshpur), Kolkata- 700 075, mailing address at 37, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata -700 075, District – South 24 Parganas**. within K.M.C. Ward No. 103, with undivided proportionate share in the land in the said premises in the said proposed building save and except **Owners' Allocation** mentioned in the registered Development Agreement dated **05.10.2020** which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Being No. 01879, for the year 2020, made between ourselves and our said attorney, with the intending purchaser/purchasers and to enter into any agreement or agreements for sale of said flats and other spaces with undivided proportionate share in the land in the said premises during and after construction of the proposed new partly G + 3 storied and partly **G + 4** storied residential building on the land in the said premises.

3. To sign, apply for and obtain connection for Electricity and/or Gas/Water and/or sewerage/ or drainage and/or to make alternations and/or close down and/or have disconnected the same to the respective authority or authorities having jurisdiction for sanctioning the same. **Also to sign on building plan, drainage plan, water**

plan, sewerage plan and to sign and submit the completion certificate etc. before the Kolkata Municipal Corporation or respective authority or authorities.

4. To raise construction the building at the said premises according to the sanction plan which will be sanctioned by the Kolkata Municipal Corporation also to prepare and/or get prepared plans for any modifications, additions, alterations, amendments to the sanctioned plan and revisions, amendments to the sanctioned plan and revision thereof and to submit the same with the Kolkata Municipal Corporation and/or all and/or any authority or authorities having jurisdiction for sanctioning the same and to have the same sanctioned and/or modified and/or altered and/or amended and/or revised and in connection therewith to make necessary applications, sign, execute and deliver necessary building plans or other plans, drawings, sketches, elevations, appendices, annexure addendums, declarations, writings, affidavits, deed of gift applications, papers and documents and give undertakings, pay fees, claims, refund, received and acknowledge refund, obtain sanctions and such other orders and permissions as be expedient.

5. To apply for and obtain such permission or permissions as be necessary for obtaining steel, cement, bricks and other construction materials and construction equipment and to acquire the same.

6. To pay Municipal rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or new building to be constructed thereat.

7. To warn off, prohibit and if necessary proceed against all trespassers at the said premises or any part thereof and to take appropriate steps whether by action or otherwise and to abate nuisances.

8. To obtain financial assistance from any Nationalised Bank/Schedule Bank and/or any financial institution or from any private person on the strength of this power of attorney and for the said purpose to sign all relevant papers and/or documents in connection therewith as and when necessary PROVIDED HOWEVER THAT it is made clear that in this respect, owners shall not be liable for repayment of such loan amount or its interest or any charges/ claims or any damages nor owners' allocation shall be affected in any manner.

9. To enter into agreement with intending purchaser or purchasers for sale of flats and car parking spaces or other spaces in Developer's Allocation and to execute such Agreement and to receive from intending purchaser or purchasers all earnest money and advance or advances as also the balance of purchase money on completion of such sale or sales of Developer's Allocation and to give valid receipt

and discharge for the same which will protect the purchaser or purchasers without seeing the application of the same money.

10. To sign, execute and present any such deed or deeds of conveyance for registration in respect the said flats, car parking spaces and other spaces with proportionate undivided share in the land with the right of common user of common space of Developer's Allocation and to admit their respective executions and acknowledge receipt of consideration before the District Registrar, Sub-Registrar and Registrar of Assurance, Kolkata having authority for and to do all other acts, deeds and things which our said attorney shall consider necessary for the same.

11. To sign, execute, enter into modify, cancel, alter draw, approve, present for registration and admit, execution of all papers, deeds, deeds of conveyance and documents in connection with the said premises and/or any building to be constructed thereon or any part or portion thereof in so far as the Developer's Allocation.

12. To appear before any Notary Public, Registrar of Assurances, District Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate, and/or other jurisdiction and to acknowledge and present for registration and register and have registered and perfected all deeds, documents, instruments and

writings executed signed or made by Attorney by virtue hereof, in so far as the Developer's Allocation.

13. To apply for and such certificate and/or permission and/or clearance including certificate and/or permissions under any law relating to land and/or building (both Urban and Rural) or under the Income Tax Act or under any other law or laws for the time being in force as may be required for morefully effectuating these presents.

14. To prepare, sign, declare, affirm and file declaration statements applications and/or other documents and writings and papers in any way connected with the holding, possessing, transferring or otherwise dealing with the premises before any appropriate authority or authorities having jurisdiction and as may be required under any law of laws for the time being in force.

15. To represent us in any of the court, Registration offices, Municipal Offices, Office of Ceiling on Urban land, Income Tax Offices, Revenue Offices, Police Departments and Thanas, Reserve Bank of India or any other relevant office or offices before any authority or authorities or society or body corporate or other person for any purpose concerning the premises and/or its Development and as may become necessary for fully effectuating all and/or any of the powers herein and hereby conferred.

16. To ask, demand, sue for, recover and receive of and from all and every person or persons, body or bodies (politics or corporate) or any authority including Govt. and/or local bodies whomsoever concerned all and/or every sum or sums of money including rent, dues, duties, interest, profits, sale, considerations, construction costs, deposits, loans, compensations, electricity charges, maintenance charges and/or at any other money or moneys which shall belong to or become payable in respect of the permissible or any part of portion thereof or any building to be constructed thereat.

17. To give effectual receipts and discharges for all moneys received by the Attorney which receipts and discharges shall fully exonerate the person so paying.

18. To sign, execute and register all sorts of plan, declarations, undertakings, indemnity and other bonds, deed or gifts in favour of the Kolkata Municipal Corporation and affirm affidavit necessary for sanction of the building plan or any modifications thereof for construction of building on the said property.

19. To plan, design, work, manage and control, construct and supervise the construction of the building at the said premises according to the plan which will be sanctioned by the competent authority (ies) and to

manage, control, possess, supervise and maintain all the movable and immovable properties on the said land within the field of the development agreement and also to collect maintenance charges from the flat owners.

20. To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or in any way relating to or concerning the premises and also if thought fit to comprise, refer to arbitration abandon submit to judgement or become non suited in any such actions or proceedings and aforesaid before any court of law.

21. To sign, declare, and/or affirm any plaints, written statements, petitions, consent petitions, affidavits, Vakalatnama, warrant of attorney, memorandum of appeals or any other documents and papers in any proceedings now pending or any in future be instituted in any way concerning or relating to the aforesaid premises.

22. To deposit and/or withdraw fees and/or documents and/or money in and from any court or court and/or money in any person/s authority and to give valid receipts and discharges therefore.

23. To retain and employ solicitors, Advocates, Architects, engineers, surveyors or other person or persons for the better doing and more effectually executing the powers and authorities of the Authority in terms hereof and to terminate their appointment.

AND GENERALLY the attorney shall have the power to do all such acts, deeds matters and things on our behalf and in any way concerning or relating the premises and/or any building to be constructed thereat by virtue hereof as we could have done personally. And we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever and said Attorney shall lawfully do or cause to be done in any about the premises as aforesaid by virtue of this Power of Attorney.

THE SCHEUDLE OF LAND ABOVE REFERRED TO :

ALL THAT piece and parcel of Bastu land & structures standing thereon or in a part or portion thereof measuring an area **02 Cottahs 08 Chittacks 31 Sq.ft.** be the same a little more or less together with one storey building measuring about **1150 Sq.ft.** standing thereon situated at Mouza- Santoshpur, J.L. No. 22, Pargana – Khaspur, R.S. No. 18, Touzi No. 151, on portion of C.S. Dag No. 148, appertaining to C.S. Khatian No. 78 under Khatian No. 77, Police Station- formerly Tollygunge thereafter Jadavpur then Kasba then Purba Jadavpur at present Survey Park, Sub – Registry Office A.D.S.R. Sealdah, within the District South 24 Parganas, within Kolkata Municipal Corporation, Ward No.103, being **K.M.C. Premises No. 68, South Road (Santoshpur), Kolkata- 700 075, Assessee No. 311034500683, mailing address at 37, South Road, P.O. Santoshpur, P.S. Survey Park, Kolkata -700 075, District – South 24 Parganas**, together with whatsoever easement rights in common with the other persons having the like right to

pass and re-pass over the roads lying or situate adjacent to the said property. The same is butted and bounded as follows:-

North : 37/1, South Road, Kolkata -700 075,
South : 36, South Road, Kolkata -700 075,
East : 12 Feet wide K.M.C. Road,
West : 25 Feet wide K.M.C. Road.

IN WITNESS WHEREOF We the executants, have hereunto set and subscribed our hands on this the **5th** day of October, 2020.

WITNESSES :

1) Kartick Hajra
11, Avenue South
Kolkata-700075.

Subir Kishor Acharyya

Subrata Acharya.

2) Shyamal Gayen
22 Janata Road
Kol-75

SIGNATURE OF THE EXECUTANTS

I accept this Power of Attorney

Debapriya Dhar.
Constituted Attorney

Drafted by:

Ratan Kr. Datta
Advocate WB/277/83
Alipore Criminal Court
Kolkata -700 027.

Typed by:

S. Gayen

Shyamal Gayen
22, Janata Road, P.O. Santoshpur,
P.S. Survey Park, Kolkata – 700 075

Major Information of the Deed

Deed No :	I-1603-01884/2020	Date of Registration	05/10/2020
Query No / Year	1603-8001269759/2020	Office where deed is registered	
Query Date	05/10/2020 1:46:02 PM	1603-8001269759/2020	
Applicant Name, Address & Other Details	Shyamal Gayen Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9874954060, Status :Others		
Transaction		Additional Transaction	
[0138] Sale, Development Power of Attorney after Registered Development Agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 88,73,126/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 100/- (Article:48(g))		Rs. 53/- (Article:E, E, M(b))	
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 160301879/2020 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: South Road, , Premises No: 68, , Ward No: 103 Pin Code : 700075

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		2 Katha 8 Chatak 31 Sq Ft	1/-	80,10,626/-	Width of Approach Road: 25 Ft., , Project Name :
	Grand Total :				4.196Dec	1 /-	80,10,626 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1150 Sq Ft.	1/-	8,62,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1150 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	1150 sq ft	1 /-	8,62,500 /-	

Endorsement For Deed Number : I - 160301884 / 2020

05-10-2020

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 13:40 hrs on 05-10-2020, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Debopriyo Dhar ,.

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 88,73,126/-

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

Execution is admitted on 05/10/2020 by 1. Shri Subir Kishor Acharyya, Son of Late Subodh Kumar Acharya, 37, South Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Retired Person, 2. Shri Subrata Acharya, Son of Late Subodh Kumar Acharya, 37, South Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Retired Person

Indetified by Mr Shyamal Gayen, , , Son of Late P C Gayen, 22, Janata Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

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

Execution is admitted on 05-10-2020 by Shri Debopriyo Dhar, PROPRIETOR, M M ENTERPRISE, 2/1, SOUTH ROAD, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr Shyamal Gayen, , , Son of Late P C Gayen, 22, Janata Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 53/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no AD5906, Amount: Rs.100/-, Date of Purchase: 06/06/2020, Vendor name: I Chakraborty

Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

ficate of Registration under section 60 and Rule 69.

gistered in Book - I

olume number 1603-2020, Page from 62531 to 62552

being No 160301884 for the year 2020.

Digitally signed by ASISH GOSWAMI
Date: 2020.10.09 14:04:48 +05:30
Reason: Digital Signing of Deed.

(Asish Goswami) 2020/10/09 02:04:48 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)