

7583/19

I-7121/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 374842

Certified that the document is subject to registration. The Signature Sheet and endorsement Sheet attached to the document are the part of the document.

Additional District Sub-Registrar
Coochibore, Dum Dum, 24-Pgs. (North)

07 AUG 2019

DEVELOPMENT POWER AFTER
REGISTERED DEVELOPMENT AGREEMENT

(2)

BE IT KNOWN TO ALL CONCERNED that I, SRI ANUP CHAKRABORTY son of Late Anil Kumar Chakraborty, by faith Hindu, by Nationality Indian, by Occupation- Business, residing at 108, R.N. Guha Road, Motijheel, P.S. Dum Dum, Kolkata - 700 074, District 24 Parganas (North), hereinafter called as the "LAND OWNER" have entered into a Registered Development Agreement dated 07.08. 2019, which was duly registered in the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. 1, Volume No. 1506-2019, Being No. ~~7105~~ for the year 2019 with OM SHANTI INFRACON a Partnership firm having its Office at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata - 700 030, being represented by its one of the partner SRI PRADIP KUMAR AGARWAL son of Late Puran Mal Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata - 700 030, in respect of my property mentioned in the Schedule hereunder for Development of the same by raising construction of Multi-storied building in accordance with the building plan which to be approved by the South Dum Dum Municipality under certain terms and conditions mentioned in the said Agreement.

WHEREAS I am absolute Owner of bastu land measuring an area of 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less lying and situated at Mouza - Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, under Khatian No. 171, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 403, R.N. Guha Road, Kolkata - 700 028, under Additional District Sub registrar at Cossipore Dum Dum, in the District 24 Parganas (North), details of which mentioned in the Schedule hereunder.

AND WHEREAS that in the said Agreement between me that I will hand over the vacant and peaceful possession of land to the OM SHANTI INFRACON a Partnership firm having its Office at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata - 700 030, being represented by its one of the partner SRI PRADIP KUMAR AGARWAL son of Late Puran Mal Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 19A, Srinath Mukherjee Lane,

(3)

P.S. Chitpur, P.O. Ghughudanga, Kolkata – 700 030, said Promoter will develop the land as mentioned hereunder by making construction of building as per sanctioned plan which will be approved by South Dum Dum Municipality and the total building except my allocation i.e. Owner's allocation will be sold to the intending purchasers according to the choice of my said Developer .

AND WHEREAS I am sufficiently entitled to the said landed property as mentioned in the Schedule hereunder as I have absolute right and title and interest in the said property and also have absolute authority to appoint my Constituted Attorney to act on my behalf for Development as aforesaid in respect of under mentioned Schedule property.

AND WHEREAS I am engaged with my Business and also multifarious work, for the conveyance it become necessary for me to appoint said **SRI PRADIP KUMAR AGARWAL** son of Late Puran Mal Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata – 700 030, as my Constituted Attorney to act on my behalf and to look after and to control all affairs in respect of the Schedule land as per terms and conditions to Joint Venture Agreement .

NOW YE BY THESE PRESENTS I, SRI ANUP CHAKRABORTY son of Late Anil Kumar Chakraborty, by faith Hindu, by Nationality Indian, by Occupation-Business, residing at 108, R.N. Guha Road, Motijheel, P.S. Dum Dum, Kolkata – 700 074, District 24 Parganas (North), do hereby send greetings and hereby nominate constitute appoint **SRI PRADIP KUMAR AGARWAL** son of Late Puran Mal Agarwal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 19A, Srinath Mukherjee Lane, P.S. Chitpur, P.O. Ghughudanga, Kolkata – 700 030, as my Lawful constituted Attorney to act for me and in my name on my behalf and to execute, exercise and perform all and every acts, deeds, matters, things as mentioned hereinafter follows :-

(4)

1. To enter into hold and defend possession of the said land every part thereof and also to manage, maintain and administer the said land and every part thereof. To look after said and to control all the areas for the Development of said land and construction of a multi storied building thereon as per sanctioned Plan which to be approved by the South Dum Dum Municipality.
2. To sign, execute and submit all development Plans, documents, statements, papers, B.L. & L.R.O papers, undertaking declarations as may be required for necessary sanction, Modification and/or alteration of Development plans by the local South Dum Dum Municipality and other appropriate authorities.
3. To appear and represent me before any necessary Authorities including the Calcutta Metropolitan Developments Authority, Fire Brigade, West Bengal Police, the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.
4. To pay fees, obtain sanction, modification and such other orders and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations of Development Plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary Authorities and to appoint Engineers, Architect and other Agents and sub-contractors for the aforesaid purpose as the said Attorney shall think fit and proper.
5. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Development plans to any Authority or Authorities. The excess amount will not be paid by the land lord.
6. To develop the said premises by making construction of such type of building thereon as the said Attorney may deem fit and proper and for that purpose to take down, demolish and/or remove any house, building and/or structure of whatsoever nature on the said premises, if any as my said Attorney shall think fit and proper.

(5)

7. To apply for and obtain electricity, gas, water, sewerage drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein and to close down and/or have disconnect the name and for that purpose to sign, 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. The land owner will reserve the right to disconnect the name if any.
8. To apply for and obtain building materials from the concerning Authorities for construction of the building on the said premises as aforesaid.
9. To utilities or shift or have connected the existing electricity connection if any in the said premises in such manner as the said Attorney may deem fit and proper.
10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof if any.
11. To appear and represent me before all Authorities for fixation and/or finalization of the normal Valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper (save and except Owner's allocation).
12. To negotiate with others for sale, of Flat/Flats, Floors, in proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for me as per Development agreement deed at any terms and conditions as the said Attorney shall think fit and proper.
13. To collect advance or part payment or full consideration from the intending purchasers of flats/along with the proportionate share of land on my behalf except the portions which will be kept reserved for me as per said Agreement, and the said Attorney shall appropriate the sale-proceeds.

(6)

14. To advertise in different newspapers and display hoarding in different places, engage Agency or Agencies for selling of flats/along with the proportionate share of land in out/by them as the said Attorney shall think fit and proper. *(Save and except owner's allocation)*.
15. To file and submit declaration, statements, application and/or returns to the competent Authority or any other necessary Authority or Authorities in connection with the matters herein contained.
16. To transfer, flats of the proposed buildings along with the proportionate share of land, which are lying there at the said allocated portion of the Developer represented by my Attorney at my premises or any part thereof on such terms and conditions as my said Attorney shall think fit and proper.
17. To take steps for Registration of Flats/Appurtenances of the allocated portions of the Developer along with the proportionate share of land represented by my Attorney under the West Bengal Housing Co-operative Society Act or the Apartment Ownership Act or any other law or laws as the case may be.
18. To enter in to an Agreement for Sale, Memorandum of Understanding, Deed of Conveyance, Gift Deed and Partition and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developers Allocation in the said new building/s in favour of the intending purchaser/s in terms of the said Registered Agreement for Development. To take finance/loan in his name or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flats/garages from Developer's Allocation and to sign in the papers and documents for the said purpose on my behalf. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flats/s, units and / or car parking spaces in the said new building/s in favour of the intending purchaser/s relating to Developer's Allocation as per said Registered Agreement for Development (save and except Owner's allocation).

(7)

19. To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as my lawful representatives.
20. To present any deed or deeds of sale conveyance, Or conveyances of other documents for registration and when executed by them in my name and on my behalf the Addl. District Sub-Registrar and District Registrar and R.A. Calcutta having authority for and to have them registered according to law and to do all other acts and deeds in respect of the aforesaid property or portion of it which my said attorney shall consider necessary for the transferring and/or conveying the said property or portion of it so such purchaser or purchasers as fully and effectually in all respect as we could do the same myself (save and except Owner's allocation).
21. To conveyance present, enforce defend answer and oppose all actions and other legal proceedings in respect of the said premises or any part thereof including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said estate is now or at any time hereinafter to be interested or concerned and if think fit to compromise settle refer to Arbitration abandon submit to Judgment or become non-suited in any such action or proceeding or aforesaid before any Court Civil or Criminal, Revenue including the Rent Controller.
22. To file and defend suits, case, appeals and applications of whatsoever nature for and on my behalf or to be instituted preferred by or against any person or persons in respect of the said premises and also to present and proceeds writ applications in respect thereof.
23. To compromise suit appeals or other legal proceedings in any Court Tribunal or other Authority whatsoever and to sign and verify applications therefore.
24. To sign, declare and/or affirm any plant written, statements, petition, Affidavit, Verification, Vakalatnama, Warrant or Attorney, appeal or any other documents or papers in any proceedings or in any way connected therewith.

(8)

25. To deposit and withdraw fee documents and manage in and from any Court or Courts and/or any other person or persons or Authority and give valid receipts and discharge therefore.
26. To effect mutation, amalgamation of premises in the office of the collector and/or Municipal records and to do all acts on my behalf in respect of Schedule mentioned property.
27. To for all or any of the purpose hereinbefore stated to appear and represent me before all Authorities having jurisdiction and to sign, execute and submit papers and documents and obtain the proposed/revised plan building/site plan and to receive the Completion Certificate from the South Dum Dum Municipality.
28. To sign verify and file applications for execution of decree or order of any Court and to sign submit and obtain proposed/revised Site/building plan from the Authority and to obtain the completion Certificate from the concerned Authority.
29. To withdraw and receive documents or money from any court office either in execution of decree or otherwise any to do all acts that may necessary in connection with any of such cases. To borrow money by mortgaging the said property from financial Authorities or any person.
30. To withdraw and receive documents or money from any Court Office either in execution of decree or otherwise and to do all acts that may necessary in connection with any of such case.

AND GENERALLY to act as my Attorney in relation to all matters touching my said land and building and on my behalf to do all instruments, acts, matters, Deed and things as fully and effectually we would do and personally present.

(9)

A N D I, hereby ratify and confirm and agree or undertake ratify and confirm all the whatsoever my said Attorney appointed under this Power of Attorney in that hereinabove contained shall lawfully do or cause to be done in the right or by virtue of these presents including in such conditions and other works will be completion of the whole Deed/ Transaction as per the said Agreement.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring an area of 3 Cottahs 8 Chittacks more or less together with R.T. Shed structure measuring about 300 Sq. ft. more or less lying and situated at Mouza – Dum Dum House, P.S. Dum Dum, Dag No. 447 & 448, Jamindar Khatian No. 88, under Khatian No. 171, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, within the local limits of South Dum Dum Municipality, being Municipal Holding No. 403, R.N. Guha Road, Kolkata – 700074, Premises No. 108, Ward No. 08, under Additional District Sub registrar at Cossipore Dum Dum, in the District 24 Parganas (North), together with all easement right all rights appertaining thereto entire property butted and bounded as follows :-

ON THE NORTH : By other's Property, land of Dag No. 434, 435, 436, 437.
ON THE SOUTH : By other's Property, land of Dag No. 445, 446, 449.
ON THE EAST : By other's Property, land of Dag No. 442 & 443.
ON THE WEST : By 20 ft wide R.N. Guha Road.

(10)

IN WITNESS WHEREOF We the Executant / Principal and Attorney hereto have set and subscribed their Signature on this the 7th day of August 2019 in presence of the following witnesses.

SIGNED, SEALED & DELIVERED

In the presence of :

1. Ashim Kumar Ghosh.
1/1, K. N. D. Lane,
K-2 - 700030.

Anup Chakraborty.

**SIGNATURE OF THE LAND OWNER /
EXECUTANT**

2. Sankar Ghosh
Bulhania Club

Pradip Choudhury

SIGNATURE OF THE ATTORNEY

DEED PREPARED BY :

Satyajit Sahoo
(Advocate)

High Court, Calcutta

F1039/1342/11

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 Anup Chakraborty	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 Anup Chakraborty	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

of Registration under section 60 and Rule 69.
ed in Book - I
ne number 1506-2019, Page from 343344 to 343362
g No 150607121 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.08.09 12:10:31 +05:30
Reason: Digital Signing of Deed.

Suman

Suman Basu) 09/08/2019 12:09:46
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)