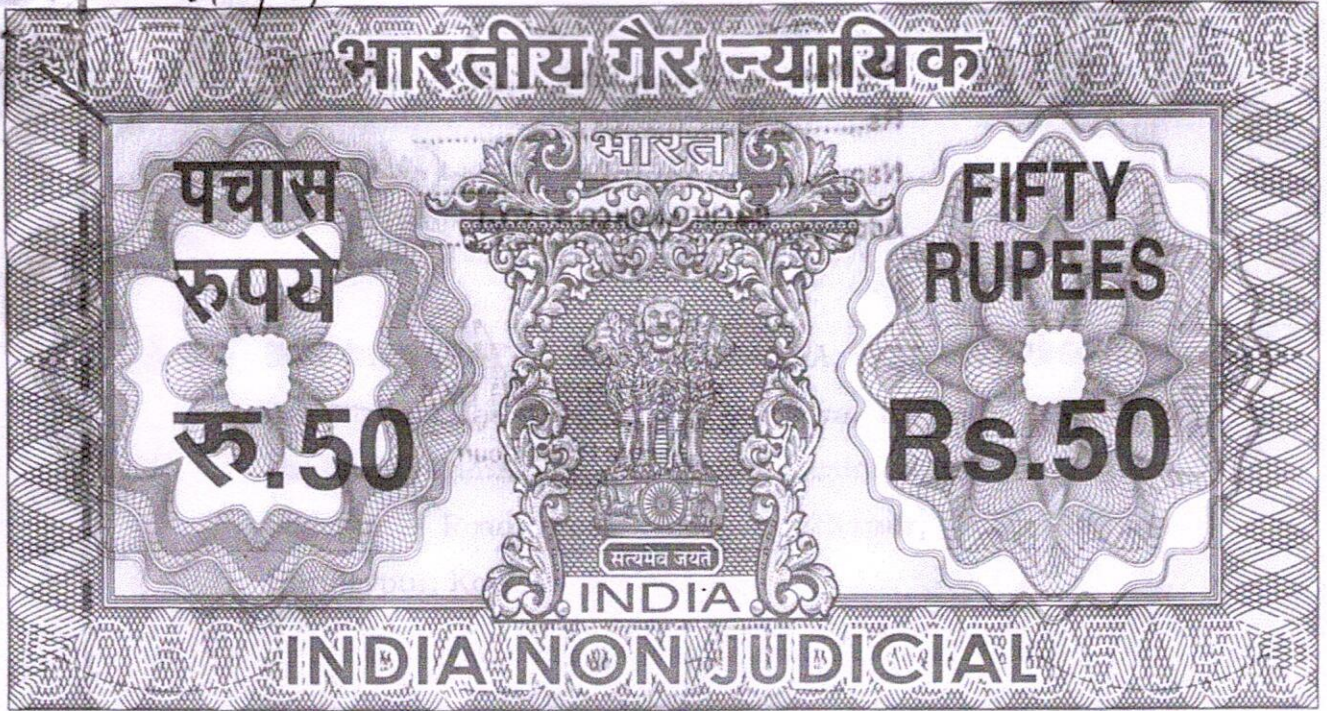


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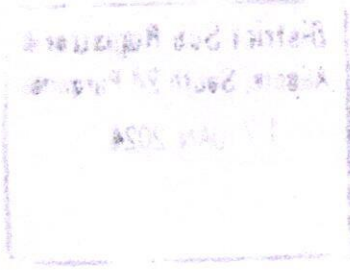
the document is admitted to registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

District Sub-Register-II
Alipore, South 24-Parganas

17 JAN 2024

DEVELOPMENT POWER OF ATTORNEY

1. Date : 17th Day of January 2024
2. Place : Kolkata
3. Parties :



- 3.1 MR. DIPNARAYAN BHATTACHARYA, (PAN AVXPB6672M),**
son of Late Debnarayan Bhattacharya, by faith- Hindu, by
Nationality-Indian, by occupation-Business, residing at 66,
Sodepur Road, Post office- Haridevpur, Police Station-
Haridevpur, Kolkata- 700082,

(Owner/Principal, includes successors-in-interest and assigns).

- 3.2 MRS. RAKHI ROY, (PAN AKJPR3212L),** wife of Mr. Saurajit
Roy, by faith Hindu, by Nationality Indian, by occupation-
Business, Presently residing at 72/58, Taramoni Ghat Road “
SwapnoNeer (3)” , Ground floor, Police Station – Haridevpur,
Post Office – Paschim Putiary, Kolkata 700041 as sole
proprietor of **M/s Siddhivinayak Construction** (PAN
AKJPR3212L), a sole proprietorship firm, having its registered
office at 72/58, Taramoni Ghat Road, “Swapno Neer (3)”,
Ground floor, Police Station- Haridevpur Post Office – Paschim
Putiary, Kolkata 700041.

(Attorney, includes successors-in-interest).

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS :

4. Background :

4.1. **Ownership of Premises** **MR. DIPNARAYAN BHATTACHARYA**, is the owner of **ALL THAT THE LAND** measuring about 3 (Three) Cottahs 6 (Six) Chittaks 37.647 (Thirty Seven point Six hundred Forty Seven) Sq. Ft. with 240 Sq. ft. structure in Mouza- Saiyedpur, J.L. No- 12, Pargana - Khaspur, Touzi no. 8, comprised in R.S. and L.R Dag No. 393/695 and 393/696 appertaining L.R Khatian No.781, Police Station - Behala, then Thakurpukur Now Haridevpur, District - South 24 Parganas, being Municipal premises No.66 Sodepur Road, Post Office- Haridevpur, Police Station- Haridevpur, Kolkata-700082, being Assesse No.411221200668 under ward 122 of Kolkata Municipal Corporation, under A.D.S.R.O. Behala, District South 24 Parganas with all easement right, title interest , possession and profits thereon absolutely forever and free from all sorts of encumbrances.

4.2. **Development Agreement** : By an Development Agreement of even Dated registered in the office of District Sub Registrar-II, Alipore, 24 Parganas (South), being Deed No....~~678~~.....for the year 2024 (**Development Agreement**), the Principal has agreed to develop the Premises by way of construction of new building on Municipal Premises No- 66, Sodepur Road, Post Office- Haridevpur, Police Station- Haridevpur, Kolkata-700082, **under Kolkata Municipal Corporation Ward No-122, (PREMISES)** after demolition of the existing structure

therein and in terms of the Development agreement the Principal has to agreed to grant certain powers and authorities to Mrs. Rakhi Roy as proprietor of **M/s Siddhivinayak Construction** and /or its nominees.

- 4.3. **Nomination** : Owner has nominated the Party No 3.2 to receive such powers and authorities.
- 4.4. **Granting of Power** : Accordingly, the Principal is granting certain powers and authorities in respect of the Premises/New Building to the Attorney, by this Power of Attorney.

5. Subject Matter of Power of Attorney :

- 5.1 **Sale** : Powers and authorities for booking and sale of the flats, car parking spaces/shops and other appurtenances comprised in the New Building/ Premises, which have been allocated to Mrs. Rakhi Roy as proprietor of M/s Siddhivinayak Construction (Developer's Allocation).
- 5.2 **Sanction and construction**: Powers and authorities for sanction of building plans and construction of the New Building of the Premises.

6. Appointment :

- 6.1 The Principal hereby nominate, constitute and appoint the Attorney and/or severally, as the lawful Attorney of the Principal, to do all acts, deeds and things mentioned below, in respect of the Project.

7. Power and Authorities :

- 7.1 **Agreement to Sell :** To negotiate for sale, lease and /or transfer of the entirety of the Developer's Allocation and /or portions thereof, under the terms and conditions as be deemed fit by the Attorney and to enter into sale agreement and to receive earnest money, consideration for such sale and to give valid and effectual receipts therefore.
- 7.2 **Signing and Execution :** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction of the plans of the New Building and agreements, conveyances, transfer deeds, rectification deeds, documents, declarations, undertakings, affidavits etc. for sale of the Developer's Allocation and to have the same registered in favour of the transferees and to apply and obtain all kind of permissions and clearances required for such transfer including but not limited to the clearance under the Income Tax Act, 1961.
- 7.3 **Appearance :** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities to have notarised, registered and authenticated all agreements, conveyances, transfer deeds, mortgage deeds, rectification deeds, documents, declarations, undertakings, affidavits etc. as be required to enforce all powers and authorities contained herein.
- 7.4 **Sanction of Plans and Construction:** To cause building plans to be sanctioned/revalidated/ modified for construction of the

New Building on the Premises and to cause the New Building to be constructed and to pay fees, costs, charges for sanction/ revalidation/ modification of the plans.

- 7.5 **Dealing With Authorities :** To deal with all authorities including but not limited to the Kolkata Municipal corporation and to prepare, sign, and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers as be required for sanction /revalidation / modification of the plans for the a New Building.
- 7.6 **Connection of Utilities:** To apply for and obtain water, sewage, electricity connection and any other utilities from the Kolkata Municipal Corporation and any other authorities.
- 7.7 **Regulatory Clearances:** To apply for obtaining requisite clearance including but not limited to the clearance under the Urban Land (Ceiling & Regulations) Act, 1976, West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, licenses for the lift etc. and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.8 **Watch and Ward :** To employ and appoint watchman, guard, and security personnel in side the Premises.
- 7.9 **Testing and Preparatory Work :** To test soil, do excavation and other preparatory works for construction of the New Building on the Premises.

- 7.10 **Construction** : To construct boundary walls, temporary sheds, the New Building and/or any other constructions and to sign, execute and register any kind of contracts with any third party under the terms and conditions as be deemed fit by the Attorney in relation to such construction.
- 7.11 **Legal Action** : To take any legal action or to defend any legal proceedings including arbitration proceedings arising out of any matter in respect of the Premises and to accept any notice and service of papers from any /Court, Tribunal, Arbitral Tribunal, Postal and/ or other authorities and to receive and pay all moneys, including Court Fees etc.
- 7.12 **Outgoings** : To pay all outgoings, including Municipal Taxes etc. and to collect valid receipts therefore.
- 7.13 **Employment** : To employ architects, structural engineers, overseers, solicitors, advocates, chartered accountants, civil engineers and /or other agents.
- 7.14 **All Acts**: To execute, do and perform all such deeds, instruments, acts, matters, things in relation to the premises as the said Attorney shall think necessary or expedient as fully and effectually in all respect and could have done if the Grantor/Principal would have personally present and to do all acts, deeds, things necessary for construction and development of the said premises.

8. Ratification :

The Principal hereby ratify and agree to ratify and confirm all actions of the Attorney in pursuance's of this Power of Attorney.

SCHEDULE

ALL THAT THE LAND measuring about 3 (Three) Cottahs 6 (Six) Chittaks 37.647 (Thirty Seven point Six hundred Forty Seven) Sq. Ft. with 240 Sq. ft. structure in Mouza- Saiyedpur, J.L. No- 12, Pargana - Khaspur, Touzi no. 8, comprised in R.S. and L.R Dag No. 393/695 and 393/696 appertaining L.R Khatian No.781, Police Station - Behala, then Thakurpukur Now Haridevpur, District - South 24 Parganas, being Municipal premises No.66 Sodepur Road, Post Office- Haridevpur, Police Station- Haridevpur, Kolkata-700082, being Assesse No.411221200668 under ward 122 of Kolkata Municipal Corporation, under A.D.S.R.O. Behala, District South 24 Parganas with all easement right, title interest , possession and profits thereon absolutely forever and free from all sorts of encumbrances and the same is butted and bounded by:-

NORTH- 8' wide common passage.

SOUTH- Plot No. 393/695(P) and 393/696(P).

EAST- 12' Wide K.M.C Road.

WEST- 4' Wide Common passage.

9. Execution and Delivery :

In witness whereof the Principal and the Attorney have executed this Power of Attorney of the above date.

Witnesses :

1. Kho Kan mandal
S/O, Amritamondal
Nursite dar chak.
Nepal gungel
Bishnupur.
Pin-103

Dipnarenan Bhattacharya

Signature of the Principal

Accepted :

SIDDHI VINAYAK CONSTRUCTION

2. Salita Bhattacharya
wife of -
Dipnarenan Bhattacharya
66, Sodepur Road, Kol-82

Rakhi Roy

Proprietor

Attorney

For, M/s Siddhivinayak Construction

Drafted by

Mamoni Shaw
Mamoni Shaw (Advocate)

High Court Calcutta

WB/1940/2010



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - Dipnarayan Bhattacharya

SIGNATURE Dipnarayan Bhattacharya



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Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME - Rakhi Roy

SIGNATURE Rakhi Roy

