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District Sub-Register-II

Alipore, South 24-Parganas

# 1 0 JAN 2023 DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY is made on this the 10% day of January, Two Thousand and Twenty Three (2023) A.D., (1) SRI RANJAN KUMAR DATTA, (PAN: ADLPD5592J, AADHAAR NO. 9502 5887 3533), son of Late Santosh Kumar Datta, by faith: Hindu, by occupation: Business, Nationality: Indian; residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (2) SMT. SMITA DAS, (PAN: AESPD5934J, AADHAAR NO. 5994 3888 6468), wife of Mihir Kumar Das, daughter of Late Santosh Kumar Datta, by faith: Hindu, by occupation: Housewife, Nationality: Indian; residing at P-43, Green View, Garia, Post office: , Police Station-Sonarpur, Kolkata-700084 (3) SRI KAMAL KUMAR DATTA, (PAN: ADRPD9052H, AADHAAR NO. 2700 1688 9655), son of Late Tarak Chandra Datta, by faith: Hindu, by

occupation: Business, Nationality: Indian; residing at 110/24, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (4) SRI AMAL KUMAR DATTA (PAN: ADSPD9106B, AADHAAR NO. 2684 6837 4575) son of Late Tarak Chandra Datta, by faith: Hindu, by occupation: Business, Nationality: Indian; both residing at 110/24A, Selimpur Road, Post office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (5) SRI SUBRATA PAUL, AHYPP1270A, AADHAAR NO. 6180 7563 5219) son of Late Binata Paul, by faith: Hindu, by occupation: Service; Nationality: Indian; (6) MISS JHUMA PAUL, (PAN: BYGPP3530D, AADHAAR NO.9381 6937 5459) daughter of Late Binata Paul, by faith: Hindu, by occupation: Unemployed, Nationality: Indian, both residing at 110/24, Selimpur Road, Post Office: Dhakuria, Police Station-Jadavpur now Lake, Kolkata-700031; (hereinafter called the "PRINCIPALS"), do hereby nominate, appoint and constitute SRI VISHESH SHARMA, (PAN: NMQPS4711F, AADHAAR NO. 265153561190) son of Vasu Deo Sharma, residing at 24, Prince Anwar Shah Road, Cambridge, Flat 8D, Post Office-Tollygunge, Police Station: Charu Market, Kolkata -700033; and (2) SRI KARAN BIR CHHIBBAR, (PAN: AFLPC7463F, AADHAAR NO.7040 8541 4647) son of Paramjit Chhibbar, residing at 60, Southern Avenue, Post Office-Sarat Bose Road, Police Station: Tollygunge, Kolkata - 700029, Partners of M/S KOLKATA CONSTRUCTION, (PAN: AAYFK6987G) a partnership firm, having its registered office at 8B, Selimpur Road, Police Station: Lake, Kolkata -700031, as our true and lawful attorney (hereinafter called the "ATTORNEY").

#### WHEREAS:-

A. The Principals along with Sanjit Kumar Datta and Ajit Kumar Datta are the joint absolute Owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled **ALL THAT** piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (three) Square Feet, be the same or a little more or less, whereupon one two-storied & one three-storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises

No. 110/24, Selimpur Road, Police Station – Lake, Kolkata – 700 031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District- South 24-Parganas, together with all right of easements, common facilities and amenities annexed thereto, (more fully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the "said property".)

- B. The Principals have undivided share in respect of the said property.
- C. The Principals along with Sanjit Kumar Datta and Ajit Kumar Datta have executed a Development Agreement, on 10 .01.2023, in respect of the said property with M/S KOLKATA CONSTRUCTION, a partnership firm, having its registered office at 8B, Selimpur Road, Police Station: Lake, Kolkata - 700031, represented by its Partners- (1) SRI VISHESH SHARMA, son of Vasu Deo Sharma, residing at 24, Prince Anwar Shah Road, Cambridge, Flat 8D, Post Office-Tollygunge, Police Station: Charu Market, Kolkata -700033 and (2) SRI KARAN BIR CHHIBBAR, son of Paramjit Chhibbar, residing at 60, Southern Avenue, Post Office-Sarat Bose Road, Police Station: Tollygunge, Kolkata-700029, (hereinafter referred to as the "Developer") for construction of the building upon the land of the said property as per sanction plan to be sanctioned by the Kolkata Municipal Corporation. The said Development Agreement was registered at the Office of District Sub-Registrar-II at Alipore and entered in Book No. I, Being No. 0346 for the year 2023.
- D. The Principals are desirous of appointing, nominating and constituting the Attorney herein as their true and lawful Attorney for and on their behalf and in their names, place and stead at cost of the Attorney, do the following acts, deeds, matters and things that is to say:-
  - To defend, manage and maintain the undivided share in the said property and to construct the building upon the said property after demolishing the existing structures as per sanction plan to be sanctioned by the Kolkata Municipal Corporation in terms of the

Development Agreement.

- 2. To erect boundary walls in and around of the said property.
- To apply for and obtain sanction of the building plan from the Kolkata Municipal Corporation and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.
- 4. To sign, execute and submit all applications maps plans specification and obtain the same thereof upon sanction in respect of any new plan and/or any modification or alterations thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.
- 5. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said property and also to sign other documents as may be required by the authorities from time to time.
- 6. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and his agent or agents and/or sub-contractors, for and on behalf of the Principals.
- 7. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.
- 8. To apply for and obtain licenses and permissions that may be

necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said property to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.

- 9. To make, supervise and construction of the building and/or structures according to the sanction building plan to be sanctioned by the competent authority in respect of the said property as mentioned in Schedule hereunder and to that effect to get signed, pursue and collect on behalf of the principals all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
- 10. To appear and represent the Principals before the Kolkata Municipal Corporation, building Tribunal and other authorities concerned regarding any notice received or served upon the Principals in respect of the said property and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Principals before the authorities concerned.
- 11. To appear and represent the Principals before the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Fire Services Dept. West Bengal & Kolkata Police, C.E.S.C in connection with the said property and to sign and execute all the papers and documents wherever necessary.
- 12. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.

- 13. To sign and execute all the papers and documents for mutation of the said property in the name of the Principals before the Kolkata Municipal Corporation.
- 14. To sign and execute all the papers and documents for obtaining land ceiling clearance and conversion of the land in respect of the said property in the name of the Principals from the competent authority.
- 15. To appear and represent Principals before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the said property or any part thereof with undivided share of land and admit execution thereof.
- 16. To sign and execute all papers and documents which are require by the Authority as per West Bengal Housing Regulation Act, 2017 and rules made there under.
- 17. To enter into agreement for sale, deed of conveyance, transfer or otherwise in respect of the Developer's allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said property at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.
- 18. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of the Developer's allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said property and to present the same for registration before the registering authority and to admit the execution thereof.
- 19. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in

- respect of the Developer's Allocation in terms of the said Development Agreement and to grant proper receipt and discharge thereof.
- 20. The developer shall have liberty to receive the amount from the intending purchaser in respect of their respective ratio in terms of the development agreement and shall sign all papers and documents as required.
- 21. To deliver khas and vacant possession of the Developer's Allocation to the intending Purchaser or Purchasers.
- 22. To charge by way of equitable mortgage in respect of the Developer's Allocation consisting of units/floor/flats/car parking space/spaces of the proposed building and to make the Principals free from all encumbrances and liabilities whatsoever.
- 23. To sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.
- 24. To commence, prosecute, enforce, defend, answer and oppose all actions and proceedings concerning in any way the said property or any part thereof including those relating to acquisition and/or requisition in which the Owners are now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.
- 25. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.
- 26. To sign affirm and verify plain, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said property or any part thereof.

- 27. To sign and execute all papers and documents relating to the existing tenants/occupiers in the existing building/proposed building for and on behalf of the Owners.
- 28. This Power of Attorney is revocable subject to consent of both the parties.

AND GENERALLY to do all acts and things concerning the powers herein conferred in respect of the said property which the Principals could have done lawfully under their own hands if present personally. And said the Principals do hereby agree ratify and confirm all acts, deeds and things whatsoever and the said Attorney shall do and/or cause to do in accordance herewith.

#### THE SCHEDULE ABOVE REFERRED TO

(Description of the said property)

ALL THAT piece and parcel of land measuring 5 (five) Cottahs 9 (nine) Chittacks 5 (Five) Square Feet, be the same or a little more or less, whereupon one two-storied & one three-storied building standing thereon, lying and situate in Dag No. 251, under Khatian No. 46 of Mouza-Selimpur at and being K.M.C Premises No. 110/24, Selimpur Road, Police Station – Jadavpur now Lake, Kolkata – 700031, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 92, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District-South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded as follows:-

ON THE NORTH BY : - 20 Feet Wide Road;

ON THE SOUTH BY : - Premises No. 112 G, Selimpur Road;

ON THE EAST BY : - Premises No. 28/1/1;

ON THE WEST BY : - Premises No. 112 A, Selimpur Road;

IN WITNESS WHEREOF the Principals and Attorney put their respective signatures on this the day, month and year first above written in presence of Witnesses.

### WITNESSES :-

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2. Nirmal Giri Allere Judges word Parjon kumar Dolta
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Kumar Maa
Kumar Maa
Amal Kumare Maa
Amal Kumar Dama

Signature of the PRINCIPALS

KOLKATA CONSTRUCTION

Karan Bri Chhibban

PARTNER

KOLKATA CONSTRUCTION

PARTNER

Signature of the **ATTORNEY** 

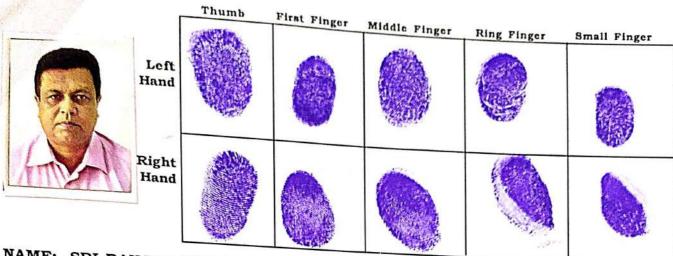
Drafted by and Prepared in my Office:-

Subhankar Sarkar

Advocate

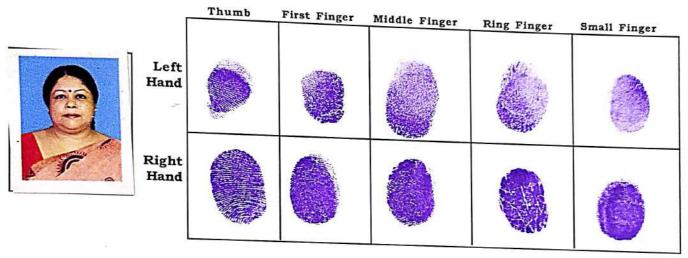
Enrolment No.WB/205/1997 of Bar Council of West Bengal,

Alipore Judges' Court, Kolkata: 700027.



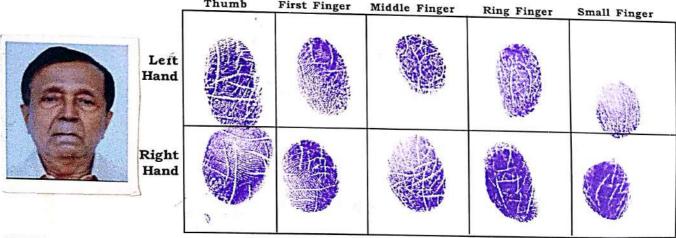
NAME:- SRI RANJAN KUMAR DATTA

Ranjan Kuman Dalfa Signature :



NAME:- SMT. SMITA DAS

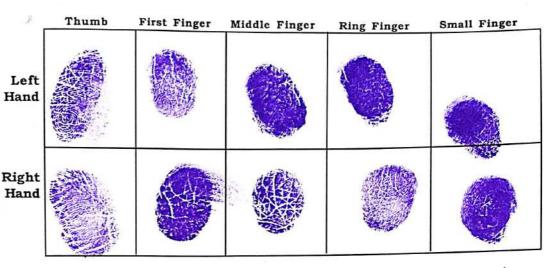
Signature: Smita Jas Thumb First Finger Middle Finger Ring Finger



NAME:- SRI KAMAL KUMAR DATTA

Signature: Kumai Kumai Onta





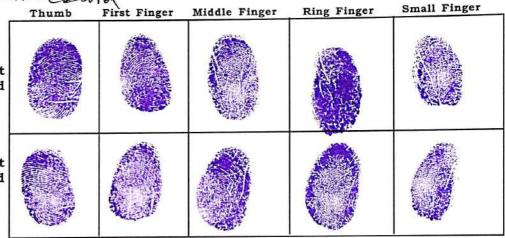
### NAME:- SRI AMAL KUMAR DATTA

Signature: Avoid Kuyood Dana

Thumb First Finger Middle Finger



Left Hand Right Hand



## NAME:- SRI SUBRATA PAUL

Signature :

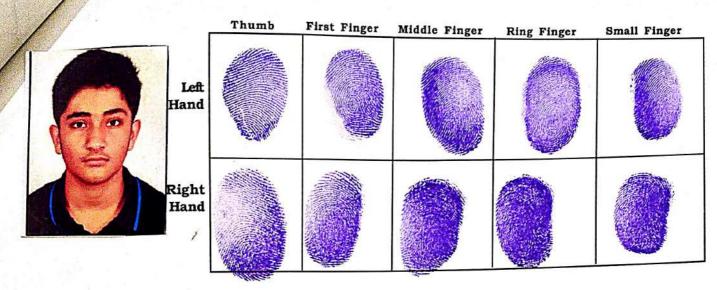
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NAME:- MISS JHUMA PAUL

Signature: Thuma Paul



NAME:- SRI VISHESH SHARMA

Signature:

Photo

Left Hand

Right Hand

NAME:- SRI KARAN BIR CHHIBBAR

Signature : Karan Bri Chibban

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2023, Page from 26404 to 26425
being No 160200368 for the year 2023.



Digitally signed by SUMAN BASU Date: 2023.01.13 12:27:50 +05:30 Reason: Digital Signing of Deed.

Sun

(Suman Basu) 2023/01/13 12:27:50 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)