

00263/2022

T-00251/2022



पश्चिम बंगाल WEST BENGAL

AF 186654

**DEVELOPMENT POWER OF
ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS shall come we, (1) SRI YARRA VISWESWAR RAO (PAN – ACPY1150N), (Aadhaar No. 7742 2016 0559), son of Kalidas Yarra, residing at House of Bans Bahadur Shaw, Agarhari, 24 S.P. Mukherjee Road, P.O. & P.S. – TITAGARH, District – North 24 Parganas, Kolkata – 700119 and (2) SRI GOLLA VENU GOPAL (PAN – AOPG0537N), (Aadhaar No. 8699 6127 4213), son of Golla Umapati, residing at 11/7, A.T. Roy, Kelvin Primary School, P.O. Talpukur, P.S. Titagarh, District – North 24 Parganas, Kolkata – 700123, both by faith – Hindu, by Nationality – Indian, by occupation – Business, send this Greetings.

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Verified that the documents submitted for registration. The signature sheet and the endorsement sheets attached with the instrument document are the part of this document.

18.07.22

Additional Sub Registrar
Ratan, Bidore 24 Parganas
18.07.22

28/175373/22

218
Date: 04.01.2022

Adv
BKR Court

21 DEC 2021

₹ 600



Addl Dist Sub-Registrar
Barrackpore North 24 Parg

18 JAN 2022

WHEREAS the predecessor of the present VENDORS herein Mahendranath Ray was the absolute owner and occupier of some landed property including the schedule mentioned property comprised in R.S. Dag No. 2408/2584 under R.S. Khatian No. 213 in **Mouza – Chanak**, J.L. No. 04, Re.Sa. No. 39, Touzi No. 2998 and situated at 18 (Old) 25(20) (New), A.T. Roy Road, P.O. – Talpukur, P.S. – Titagarh, District –North 24 Parganas, Kolkata – 700123 under the local jurisdiction of A.D.S.R.O. Barrackpore within the local limits of Ward No. 20 of Barrackpore Municipality.

AND WHEREAS during the life time of the said Mahendranath Ray he sold and/or transferred some portion of his property and thereafter he died intestate leaving behind him his two sons namely **Haridas Ray and Sachidananda Ray** as his only legal heirs and successors of his all movable and immovable properties including the schedule mentioned property. As such after sad demise of their father, the Haridas Ray and Sachidananda Ray became the absolute joint owners and occupiers of the all movable and immovable properties including the schedule mentioned property left by the said Mahendranath Ray.

AND WHEREAS during enjoying, possessing the properties of the said Mahendranath Ray jointly, the said **Haridas Ray** died intestate leaving behind him his only son Kalidas Ray as his only legal heirs and successor of his all movable and immovable properties including the schedule mentioned property and after sad demise of his father, the said Kalidas Ray became the absolute joint owners and occupiers of the all movable and immovable properties, including the schedule mentioned property left by the said Haridas Ray with his uncle Sachidananda Ray.

AND WHEREAS during enjoying, possessing the properties jointly, the said Sachidananda Ray died intestate leaving behind him his only wife namely Maha Gouri Devi, his three sons namely Dinendra Kumar Ray, Dilip Kumar Ray and Bharatdas Ray and his only daughter namely Kamala Sen as his only legal heirs, heiresses and successors of his all movable and immovable properties including the schedule mentioned property and after sad demise of Sachidananda Ray, the said Maha Gouri Devi, Dinendra Kumar Ray, Dilip Kumar Ray, Bharatdas Ray and Kamala Sen became the absolute joint owners

and occupiers of the all movable and immovable properties including the schedule mentioned property left by the said Sachidananda Ray with Kalidas Ray.

AND WHEREAS during enjoying, possessing the properties jointly, the said legal heirs of the said Haridas Ray and Sachidananda Ray decided to partition all the movable and immovable properties including the schedule mentioned property by metes and bounds for better using, enjoying and possessing the properties including the schedule mentioned property. Thereafter they partitioned the properties including the schedule mentioned property by way of a registered Deed of Partition dated 30.07.1945, which is duly registered before the Office of the Sub-Registrar at Barrackpore vide being no. 865 for the year 1945 and on the basis of the said Deed of Partition, the legal heirs of the said Sachidananda Ray acquired absolute right, title and interest over the schedule mentioned property.

It is necessary to mention here that at the time of partition Bharatdas Ray, son of Late Sachidananda Ray died as unmarried leaving behind Maha Gouri Devi as his mother, Dinendra Duma Ray and Dilip Kumar Ray as his brothers and Kamala Sen as his only sister as well as his legal heirs, heiresses and successors.

AND WHEREAS after making amicable partition, the respective parties therein enjoying, possessing and using their respective shares peacefully and happily and the schedule mentioned property comes under the share of the legal heirs of the said Sachidananda Ray.

AND WHEREAS during enjoying, possessing and using the schedule mentioned property peacefully and happily, the said Maha Gouri Devi died intestate on 23.08.1988 leaving behind Dinendra Kumar Ray and Dilip Kumar Ray as her sons and Kamala Sen as her only daughter as well as only legal heirs, heiress and successors of the schedule mentioned property and after sad demise of Maha Gouri Devi, the said Dinendra Kumar Ray, Dilip Kumar Ray and Kamala Sen became the absolute joint owners and occupiers of the schedule mentioned property having $1/3^{\text{rd}}$ share each.

AND WHEREAS during enjoying, possessing and using the schedule mentioned property peacefully and happily, the said Dilip Kumar Rayh died intestate on 27/02/2000 leaving behind Sushmita Ray as his only wife, Sabyasachi Ray and Bobby Roy as his sons and Soma Kalsi, wife of Sri Jaspal Singh Kalsi as her only daughter as well as only legal heirs, heiresses and successors of his 1/3rd share of the schedule mentioned property and after and demise of Dilip Kumar Ray, the said Sushmita Ray, Sabyasachi Ray, Bobby Roy and Soma Kalsi, the Owner/Vendor Nos. 1 to 4 herein became the absolute joint owners and occupiers of the schedule mentioned property having 1/12th share each.

AND WHEREAS during enjoying, possessing and using the schedule mentioned property peacefully and happily, the said Kamala Sen, Wife of Late Sanchinandan Sen died intestate on 22/12/2002 leaving behind Ashis Sen as her son as well as only legal heir and successor of her 1/3rd share of the schedule mentioned property and after sad demise of Kamala Sen, the said Ashis Sen, the Owner/Vendor No.5 herein became the absolute joint owners and occupiers of the schedule mentioned property having 1/3rd share.

It is necessary to mention herein that Sachinandan Sen, son of Late Abhoypada Sen i.e. the husband of the Kamala Sen as well as the father of the Owner/Vendor No.5 herein died intestate on 13/07/1994 before the death of the said Kamala Sen.

AND WHEREAS during enjoying, possessing and using the schedule mentioned property peacefully and happily, the said Dinendra Kumar Ray died intestate on 29/01/2013 leaving behind Putul Ray as his only wife as well as only legal heiress and successor of his 1/3rd share of the schedule mentioned property and after sad demise of Dinendra Kumar Ray, the said Putul Ray became the absolute joint owners and occupiers of the schedule mentioned property having 1/3rd share.

It is necessary to mention herein that Putul Ray also died intestate on 21/03/2017 leaving behind the present Vendors as her only legal heirs, heiresses and successors of the 1/3rd share of the aforesaid Dinendra Kumar Ray.

It is also necessary to mention herein that the aforesaid Dinendra Kumar Ray and Putul Ray were issueless. As such after their sad demise their share in the aforesaid property was divided amongst the present Vendors according to Hindu Succession Act.

AND WHEREAS in such way in inheritance the present Owner/Vendor Nos. 1 to 4 became joint owners and occupiers of $\frac{1}{2}$ share of the Schedule mentioned property having $\frac{1}{8}$ th share each and the Owner/Vendor Nos. 5 became joint owners and occupiers of $\frac{1}{2}$ share of the schedule mentioned property.

AND WHEREAS after inheriting the schedule mentioned property the Vendors herein entitled to mutate their names before the concerned authorities and since then the Vendors herein have absolutely possessed the schedule mentioned property free from all encumbrances, Charges, loans, liens, lispendences, attachments, trusts, acquisitions and requisitions whatsoever and howsoever. As such the Vendors herein have the absolute right to sell, gift, lease and all other transfer of the schedule mentioned property to any third party.

AND WHEREAS during possessing and enjoying the aforesaid property, the Vendors herein for their urgent Smt. Susmita Ray (wife of Late Dilip Kumar Ray), Sri Sabytasachi Ray @ Sabyasachi Dilipkumar Ray (son of Late Dilip Kumar Ray), Sri Bobby Roy (son of Late Dilip Kumar Ray), Smt. Soma Kalsi (wife of Sri Jaspal Singh Kalsi, daughter of Late Dilip Kumar Ray), Sri Ashis Sen (son of Late Kamala Sen and Late Sachinanda Sen) the vendors therein due to their urgent need of money jointly agreed to sell and transfer the land measuring more or less 04 cottah 04 chittacks 36 sq.ft. equivalent to 3096 sq.ft. equivalent to 7.095 decimal Bastu classified land along with more or less 463 sq.ft. 20 year old dilapidated Pucca one storied building standing thereon which is more fully and particularly described in the First Schedule hereunder to the open market and **Sri Yarra Visweswar Rao**, son of Kalidas Yarra and **Sri Golla Venu Gopal**, son of Golla Umapati, the vendors herein purchased the aforesaid and First Scheduled property by virtue of a Deed of Conveyance dated 12/12/2021 duly registered at A.D.S. R.O. Barrackpore, North 24 Parganas and recorded in Book No. 1, Volume No. 1505-2021,

Page from 239399 to 239433 , Being No. 150506778 for the year 2021 from Smt. Susmita Ray (wife of Late Dilip Kumar Ray), Sri Sabytasachi Ray @ Sabyasachi Dilipkumar Ray (son of Late Dilip Kumar Ray), Sri Bobby Roy (son of Late Dilip Kumar Ray), Smt. Soma Kalsi (wife of Sri Jaspal Singh Kalsi, daughter of Late Dilip Kumar Ray), Sri Ashis Sen (son of Late Kamala Sen and Late Sachinanda Sen).

AND WHEREAS after purchasing the aforesaid property they remained in peaceful possession and enjoyment of the same in paying taxes regularly to the concern authority and they have the absolute right, title and interest to transfer the same to any person or persons.

AND WHEREAS now the present owners are willing to construct a multi storied building on their above referred and schedule mentioned land but is not in a position to construct individual building on such Bastu land measuring more or less 04 cottahs 04 chittacks 36 sq.ft. equivalent to 3096 sq.ft. equivalent to 7.095 decimal along with more or less 463 sq.ft. 20 year old dilapidated pucca one storied building standing thereon comprised in **Mouza – Chanak**, J.L. No. 04, Re.Sa. No. 39, Touzi No. 2998, R.S. Dag No. 2408/2584 under R.S. Khatian No. 213 and situated at Holding No. 18 (Old) 25(20) (New)j, A.T. Roy Road, P.O. Talpukur, P.S. Titagarh, District North 24 Parganas, Kolkata – 700123 under Ward No. 20 of Barrackpore Municipality within the local jurisdiction of the Office of the A.D.S.R. at Barrackpore , North 24 Parganas and the said owners have been thinking of constructing building thereon in the said premises for their better beneficial use of residential accommodation and other purposes, but due to insufficient technical knowhow and want of required time the said owner could not materialize the same in respect of the said premises.

AND WHEREAS the owners intend to enter into an agreement for the purpose of construction of a multi storied building on the piece and parcel of Bastu land measuring more or less 04 cottahs 04 chittacks 36 sq.ft. equivalent to 3096 sq.ft. equivalent to 7.095 decimal along with more or less 463 sq.ft. 20 year old dilapidated pucca one storied building standing thereon comprised in **Mouza – Chanak**, J.L. No. 04, Re.Sa. No. 39,

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Touzi No. 2998, R.S. Dag No. 2408/2584 under R.S. Khatian No. 213 and situated at Holding No. 18 (Old) 25(20) (New), A.T. Roy Road, P.O. Talpukur, P.S. Titagarh, District North 24 Parganas, Kolkata – 700123 under Ward No. 20 of Barrackpore Municipality within the local jurisdiction of the Office of the A.D.S.R. at Barrackpore , North 24 Parganas knowing the reliable sources about the aforesaid intention of the said owners, **TIRUPATI CONSTRUCTION & DEVELOPERS**, a Partnership Firm having its office at 3rd Floor, 23/A-1, Park Road, P.O. & P.S. – Titagarh, District – North 24 Parganas, Kolkata – 700119, West Bengal, the developer herein approached the said owners for constructing a building consisting of several flats in each floor and other spaces on the ground floor on the said premises which is more fully and particularly described in the first schedule written hereunder and after satisfying the terms and conditions the said owner of the one part have agreed to execute an agreement with the aforesaid developer under the terms and conditions hereunder appearing and the said developer accepted the same.

AND WHEREAS the owners/executants have entered into a registered Development Agreement dated 18/01/2022 registered before A.D.S.R.O. Barrackpore, recorded in Book No. I, Volume No. 1505-2022 being No. 15Q500238 for the year 2022, with the Developer **TIRUPATI CONSTRUCTION & DEVELOPERS (PAN - AARFT1384M)**, a Partnership Firm having its office at 3rd Floor, 23/A-1, Park Road, P.O. & P.S. – Titagarh, District – North 24 Parganas, Kolkata – 700119, West Bengal, represented by its partners namely (1) **SRI YARRA VISWESWAR RAO (PAN – ACPY1150N)**, (**Aadhaar No. 7742 2016 0559**), son of Kalidas Yarra, residing at House of Bans Bahadur Shaw, Agarhati, 24 S.P. Mukherjee Road, P.O. & P.S. – TITAGARH, District – North 24 Parganas, Kolkata – 700119 and (2) **SRI GOLLA VENU GOPAL (PAN – AOOPG0537N)**, (**Aadhaar No. 8699 6127 4213**), son of Golla Umapati, residing at 11/7, A.T. Roy, Kelvin Primary School, P.O. Talpukur, P.S. Titagarh, District – North 24 Parganas, Kolkata – 700123, West Bengal, as per the terms and conditions of the said development agreement, we hereby Nominate, Appoint and Constitute:

1. **To appear** before the competent authority or collector of North 24 Parganas , Municipality/ Corporation etc. for the purpose of obtaining necessary permission in

regard to sell in respect of our property mentioned in the schedule below and to sign any document/s or in prescribed form issued by the respective authority under the provision of law.

2. **To negotiate** on terms and enter into an agreement for sale or execute Sale Deed in respect of Developer's share of the schedule mentioned property and to receive consideration money from the intending purchaser or purchasers in respect of developer's allocations and also to give proper and valid receipt of the same, for and on our behalf.
3. **To enter** into the schedule mentioned property and to take or demand possession of any portion on our behalf for the purpose of development and to maintain and administer the same.
4. **To submit** Building Plan/Plans before the Barrackpore Municipality for necessary sanction and after getting the said sanction plan shall construct multi storied building thereon in the schedule mentioned property and also submit addition and alteration Plan/s before the Municipality, if required for necessary permission in our names and on our behalf.
5. **To give** letters and writings and/or undertaking as may be required from time to time by the local Municipality and/or other concerned authorities for the purpose of Development of our schedule mentioned property by constructing a multi storied building thereon in our names and on our behalf.
6. **To sign** and execute Sale Deed, Gift, Agreement for Sale etc. in respect of Developer's allocation in the schedule mentioned property and also to give valid receipt thereof on our behalf in our names and on our behalf.
7. **To appear** and to act in any Court or any Govt. Departments or local Municipality in our names and on our behalf.

8. **To collect** and/or purchase steel, cement, iron rod and other building materials for the purpose of construction of Multi-storied building thereon and also to engage Engineer, contractor for the said purpose and also make application before the Municipality for water, Electric Office for Electricity, L.P.G. distributor for Gas Connection etc. either for temporary or permanently in our names and on our behalf.
9. **To appear** and to present the Deed of Conveyance and Agreement for Sale for registration and admit execution before the A.D.S.R.O. Barrackpore, D.R. Barasat, or Registrar of Assurance, Kolkata to have the said deed or deeds registered and to do all acts, deeds and things which our said attorney shall consider necessary for convening my property (except Owner's allocation) mentioned in the schedule below as fully and effectually as I could do the same for ourselves.
10. **To sign** and verify plaints, written statements, petitions, objections and applications of all kinds and to file them in any such Court or office for the purpose of development of the schedule mentioned property in our names and on our behalf.
11. **To pay** insurance, Tax, Rent, Revenue, urban tax, and others which will be required for maintaining the schedule mentioned property and also to collect any money from the land acquisition and requisition Department and/or to submit indemnity in our names and on our behalf.
12. **To appoint** pleaders, solicitors advocates to appear and act in any Court or any Govt. Department or local Municipality and to revoke such appointments and to substitute any other in their place and stead.
13. **To make** sign and verify all applications or objections to appropriate authorities for all and any license, permission or consent, etc. required by law in connection with the management and development of my property or properties in our names and on our behalf.

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14. **To effect** mutation, amalgamation or separation of holding in the Revenue and/or Municipal Records and sign all application or objections.
15. **To compromise**, compound or withdraw cases, or be non-suited to refer to arbitration of all disputes and differences.
16. **AND GENERALLY TO DO AND PERFORM** all acts, deeds, matter and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities herein before contained as fully and effectually as we could do.

AND we hereby agree that all acts, deeds and things lawfully done by our said Attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said Attorney shall lawfully do or caused to be done for ourselves by virtue of the Power hereby given.

-: SCHEDULE OF THE PROPERTY :-

ALL THAT piece and parcel of Rayati Sthitiban 'Bastu' land measuring **04 (four) cottahs 04 (four) chittacks 36 (thirty six) sq. ft.** equivalent to **3096 sq.ft.** equivalent to **7.095 decimal** along with more or less **463 sq.ft. 20 year** old dilapidated pucca one storied building standing thereon comprised in **Mouza – Chanak**, J.L. No. 04, Re.Sa. No. 39, Touzi No. 2998, **R.S. & L.R. Dag No. 2408/2584** under R.S. Khatian No. 213 and situated at **Holding No. 18 (Old) 25(20) (New), A.T. Roy Road**, P.O. Talpukur, P.S. Titagarh, District North 24 Parganas, Kolkata – 700123 under Ward No. 20 of Barrackpore Municipality within the local jurisdiction of the Office of the A.D.S.R. at Barrackpore, North 24 Parganas, which is butted and bounded as follows:

- ON THE NORTH** : House of Prabhu Nath.
ON THE SOUTH : House of Shyam Kumar Roy.
ON THE EAST : 16' – 0" ft. wide A.T. Roy Road.
ON THE WEST : House of Dilip Paland Kelvin Jute Mill.

Contd.....P/11

-: 11 :-

IN WITNESSES WHEREOF we, the Executants herein have hereunto set and subscribed our hands and signature on this Power of Attorney on the 18th day of January, 2022.

WITNESSES :-

1. Sumanta Ranjan Dutta
B&P Court
2. Bikarant Kumar Shaw
P.S Titabarh
Kolkata 700 119

f. visweswar Rao

G. Venugopal

(Signature Of The Executants)

Drafted by :

Sumanta Ranjan Dutta
Sumanta Ranjan Dutta
Advocate
Barrackpore Court
Enrolment No-F/293/13

TIRUPATI CONSTRUCTION & DEVELOPERS

f. visweswar Rao
Partner

TIRUPATI CONSTRUCTION & DEVELOPERS

G. Venugopal

Partner

(Signature Of The Attorney)

DISTRICT NORTH 24 PARGANAS
 OFFICE OF THE A.D.S.R.O. (D.K.P.) / NAIHATI / D.S.R. BARASAT / COSSIPORE, DUMDUMA / D.A. - KOLKATA

Name

Status : Presentant



Vishwaswar Rao

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

Vishwaswar Rao

Signature of the Presentant

2

Name *V*

Status : Presentant / Executant / Claimant Attorney /
 Principal / Guardian / Testator



G. Venugopal

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

All the above finger prints are of the above named person and attested the said person.

G. Venugopal

Signature of the Presentant / Executant / Claimant Attorney / Principal / Guardian / Testator

uplicate of Registration under section 60 and Rule 69.
gistered in Book - I
olume number 1505-2022, Page from 10624 to 10647
eing No 150500251 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.01.18 16:43:45 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/01/18 04:43:45 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)