3853/2019 I 01655/19

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

रु. 100

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AB 579420

A.R.A. III

97421 /2019

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

Additional Registrar of Assurances-III, Kolkata

18 APR 2019

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) SRI SAJAL KUMAR ROY, (PAN-ADJPR8040H), (2) SRI SAMIR KUMAR ROY, (PAN-AUIPR7797M) (3) SRI SAMAR KUMAR ROY, (PAN-AITPR4288G) all sons of Late Rabindra Nath Roy, (4a) SRI ANJAN DEB,(PAN-BHDPD8418G),(4b) SRI JOY DEB,

(PAN-BQSPD 1618N) both sons of Late Amal Kumar Deb, (4c) **SMT. SWAPNA TALUKDAR**, **(PAN-AGGPT4650H)** wife of Sri Rajib Talukdar & daughter of Late Amal Kumar Deb, (5) **SMT. SAFALI MONDAL**, (PAN-BXFPM3821G) wife of Sri Paresh Ch. Mondal and Daughter of Late Rabindra Nath Roy & (6) **SMT. SONA RANI BASU**, (PAN-BWDPB0201L) wife Sri Ratan Bose & daughter of Late Rabindra Nath Roy, all by faith-Hindu, by occupation-Service, Business & Housewife respectively, residing at 21, Purbachal Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata-700078,hereinafter referred to as the **OWNERS/ PRINCIPALS** send greetings.

WHEREAS the father of Owner No.1,2,3,5 & 6 and Grand-father of the Owners No.4a.4b & 4c herein, Rabindra Nath Roy since deceased, was seized and possessed of or otherwise well and sufficiently entitled to certain area of land measuring 18 Decimals, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No.206 corresponding R.S. Khatian No.1776, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Garfa, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas,since South 24-Parganas, more fully described in the First Schedule hereunder written, by way of purchase from the then lawful owner Smt. Krishna Roy, wife of Sri Rabindra Nath Roy by a Bengali Deed of Sale, dated 08.04.1980, registered in the office Sub-Registrar at Alipore and recorded in Book No.I, Volume No.68, page from 104 to 107, Deed No.1655 for the year 1980.

AND WHEREAS while the said Rabindra Nath Roy enjoyed the said land, died on 24/11/1987 intestate leaving behind him surviving his wife Smt. Aruna Roy, three sons namely Sri Sajal Kumar Roy, Sri Samir Kumar Roy, Sri Samar Kumar Roy and three daughters Smt. Anjali Deb, since deceased, Smt. Safali Mondal, & Smt. Sona Rani Basu, the Owners no.1,2,3,5 & 6 herein as his only legal heirs and successors, who jointly inherited the said land left by the said deceased.

AND WHEREAS thereafter the said Smt. Aruna Roy died on 01.01.2002 intestate leaving behind her said three sons and three daughters as her only legal heirs and successors.

AND WHEREAS the said Smt. Anjali Deb died intestate leaving behind her two sons Sri Anjan Deb, Sri Joy Deb and one daughter Smt. Swapna Talukdar, the Owners no.4a, 4b & 4c herein as her only legal heirs and successors, who jointly inherited the said 1/6th share in the said property left by the said deceased.

AND WHEREAS in the manner aforesaid, the owners herein seized and possessed of the said land physical measuring 8 Cottah 12 Chittak more or less and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land which has since been known and numbered as Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.311061 500216, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, under P.S. formerly Tollygunge then Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation Ward No.106,Sub-registry office at Sealdah, in the District of South 24-Parganas upon payment of rates and

also recorded their names in the office of the B.L. & L.R.O. vide Mutation Case No.1596 to 1603 of 2018.

AND WHEREAS thus the owners herein seized and possessed of the said land measuring 8 Cottah 12 Chittak more or less be the same a little more or less, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said land by constructing a building, the owners/principals herein entered into an agreement for development, dated 18.04.2019, registered in the office of A.R.A –III, Kolkata, vide Book No. I, Volume No.1903-2019, Being No. 1646 for the year 2019, with the Developer namely **M/S. SILICON CONSTRUCTION**, (PAN-ACNFS1304A) a Partnership Firm, having its office at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S.Garfa, Kolkata-700078, represented by its Partners namely (1) **SRI AJOY SARKAR**, (PAN-CHWPS1336Q) son of Late Sunil Sarkar, by faith-Hindu, by occupation-Business, residing at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (2) **SRI BIJOY MAJUMDER**, (PAN-BOAPM8231E), son of Sri Utpal Majumer, by faith-Hindu, by occupation-Business, residing at 21/1, Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, in respect of the said land as mentioned in the Schedule hereunder written under certain terms and conditions contained therein.

Ajoy Sarkar

Bijoy Majumder

AND WHEREAS among other terms and conditions in the said Development Agreement, it is mutually settled and agreed by and between the Owner/Principal herein and the Developer, that the Owners herein will be entitled to get ALL THAT six number of self contained

flat, out of **OWNER: namely Sri Sajal Kumar Roy** will get one flat, on First floor east-west- north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Smt. Sefali Mondal get one flat, on First floor flat (behind Flat of Sajal Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Sri Samir Kumar Roy will get one flat, on Second floor East-west-north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Sri Anjan Deb, Joy Deb and Swapna Talukder jointly get one flat, on Second floor flat (behind Flat of Samir Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Smt. Sona Rani Basu will get one flat, on Third floor east-west- north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building; **Sri Samar Kumar Roy** get one flat, on Third floor flat (behind Flat of Sri Anjan Deb, Joy Deb and Swapna Talukder) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building and Developer will get remaining constructed of the proposed G+III storied building, consisting of several flats and car parking spaces together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

AND WHEREAS for the purpose of construction of the proposed G+ III storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, the Owners/Principals herein do hereby nominate, constitute, authorise and appoint the said Developer namely **M/S. SILICON CONSTRUCTION**, (PAN-ACNFS1304A) a Partnership Firm, having its office at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S.Garfa, Kolkata-700078, represented by its Partners namely (1) **SRI AJOY SARKAR**, (PAN-CHWPS1336Q) son of Late Sunil Sarkar, by faith-Hindu, by occupation-Business, residing at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (2) **SRI BIJOY MAJUMDER**, (PAN-BOAPM8231E), son of Sri Utpal Majumer, by faith-Hindu, by occupation-Business, residing at 21/1, Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, as our true and lawful Attorney to do and execute inter alia the following acts, deeds and things .

1 On our behalf to make sign , execute and verify all applications or objection to the appropriate authorities for obtaining any licence, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.

2 To sign and execute, prepare building plan or plans and submit the same to the building Department, The Kolkata Municipal Corporation upon signing their name on the said plan or plans on our behalf and in our name and obtained the same from the Kolkata Municipal Corporation on payment of all fees and charges thereto.

3 To sing and execute, prepare the internal and external plan or plans for sewerage, drainage and submit the same to the Drainage Department, The Kolkata Municipal Corporation and sign and execute on the said plan or plans in our names and on our behalf and obtain the same from the Kolkata Municipal Corporation upon payment of all fees, charges etc.

4 To sing and execute, prepare any revise and/or modify plan for any deviation in the construction (if any would be made) and shall submit the same to the Kolkata Municipal Corporation, Building Department for regularisation and also appear before the K.M.C. Building Tribunal for hearing and obtain the same from the Kolkata Municipal Corporation, Building Department, on my behalf and in our names.

5 To apply for and obtain connection of electric line, meter and/or sub-meter if necessary and to obtain low/high tension electricity in the said building and premises.

6 To negotiate for sale, transfer, and lease, mortgage the Developer's Allocation of the proposed multi-storied building to be constructed on the Schedule mentioned land with any person, firm, association, financial Institution at such rate our said Attorney shall deem fit and proper.

7 Our Attorney shall be entitled to inter into agreement for sale in respect of the flats and spaces out of Developer's allocation of the proposed building together with undivided proportionate share in the land with the intending purchaser or purchasers upon acceptance of advance and earnest money under the terms and conditions mutually settled by and between the said Attorney and the intending purchaser.

8 To execute and register the deeds of sale in favour of the intending purchaser or purchasers in respect of the flat or flats or spaces out of the Developer's allocation together with undivided proportionate share of the schedule mentioned land with all facilities and amenities to be attached thereto and to present the said deed or deeds before any Registering authority within the territory of Indian Union, either District Sub-Registrar, Addl. Dist. Sub-Registrar and Registrar of Assurances, and admit execution thereof and to have the said deed or deeds registered on receipt of the full consideration money thereof under certain terms and conditions as may be mutually agreed and settled by our Attorney and the said intending purchaser and to grant valid receipt and discharge thereof for the same and to sign and execute and verify all such deeds and documents for and on our behalf.

9 To commence, prosecute, defend all suits, actions, applications reference or other proceeding in any Court of law or before any proper authority and to appoint Advocate and/or any other authority and also to sign and verify and affirm all plans, written statements, petitions accounts, inventories applications or other documents and papers that may be necessary in this regard.

10 To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND GENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer' allocation of the proposed multi-storied building to be constructed on the schedule mentioned land and all acts, deeds by our said Attorney shall be taken as our acts deeds and things as we ware personally present and done the same ourself.

AND We do hereby rectify and confirm and agree to rectify and confirm all the lawful acts of our said Attorney, which will be done by virtue of this Power of Attorney.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 8 Cottah 12 Chittak be the same a more or less together with the tile shed structure standing thereon, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No. 206 corresponding R.S. Khatian No.1776, being Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.311061 500216, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, under P.S. formerly Tollygunge then Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation Ward No.106,Sub-registry office at Sealdah, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : 8ft. wide KMC Road / Kalitala Kali Temple,

On the South : 12ft. wide KMC Road ,

On the East : Building and vacant Land,

On the West : Land of Manas Halder.

IN WITNESS WHEREOF We, the Principal /Owner named above, have hereunto set and subscribed our hand on the ..18th.... day of April 2019.

SIGNED & DELIVERED

In presence of:-

1. Dipalok Roy.
17/50. D.2. Khan RD
Kol-27.

2. Pinki Basu
Bangaon. 24.Pgs.
Ramnagar Road
PO+PS-Bongaon
Pin- 743235

1) Sajal Kr Roy
2) Samir Kr Roy
3) Sameer Roy
4) a) ANJAN DEB.
b) JOY Deb
c) Swapna Tarunder
5) Sefali mondal
6) Sona Pari Basu

PRINCIPALS/OWNERS

This Power accepted by me.

SII ICON CONSTRUCTION
Bijoy Majumder
Partners

SII ICON CONSTRUCTION
Ajay Sarkar
Partners

DEVELOPER

Drafted by:-
Alam Safi
Advocate,
Alipore Police Court,
Kolkata –700 027
F 460/99

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 71731 to 71776

being No 190301655 for the year 2019.

Seal of the Additional Registrar, Assurance - III, Kolkata

Digitally signed by PROBIRKUMAR GOLDER
Date: 2019.05.02 13:31:26 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 5/2/2019 1:30:40 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)