00130/2020 / 00141/20

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AC 910782

Tripti Roy

15/01/20

Q-82417/20

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

District Sub-Registrar-V
Alipore, South 24 Parganas

15 JAN 2020

15 JAN 2020

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) SMT. TRIPTI ROY (PAN-AYHPR9735Q), Aadhar No. 376766604546, wife of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Housewife, by Nationality –

Indian, (2) SMT. ANKHI GHOSH (PAN-ALWPG7322A), Aadhar No.277987472183, daughter of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Service, by Nationality – Indian, and (3) SMT. RAKHI DUTTA (PAN-AOEPD7305R) Aadhar No.633629253517, daughter of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Housewife, by Nationality – Indian, all (1) to (3) residing at 21, Purbachal Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078,hereinafter referred to as the **OWNERS/ PRINCIPALS** send greetings.

WHEREAS one Sajal Kumar Roy, since deceased and the Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal **and** Smt. Sona Rani Basu all sons and daughter of Late Rabindra Nath Roy, and also grand father of Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, were seized and possessed of or otherwise well and sufficiently entitled to certain area of land measuring 18 Decimals i.e. 8 (Eight) Cottahs 12 (Twelve) Chittacks as per physical measurment, 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, by way of purchase from the then lawful owner Smt. Krishna Roy, wife of Sri Narendra Nath Roy by a Bengali Deed of Sale, dated 08.04.1980, registered in the office of 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 intestate leaving behind him surviving his wife Smt. Aruna Roy, three sons namely Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy and three daughters Smt. Anjali Deb, since deceased, Smt. Shefali Mondal, & Smt. Sona Rani Basu, as his only legal heirs and successors, they jointly inherited the said land left by the said deceased.

AND WHEREAS thereafter the said Smt. Aruna Roy (wife of Late Rabindra Nath Roy) died intestate leaving behind her said three sons and three daughters as her only legal heirs and successors.

AND WHEREAS the said Smt. Anjali Deb (daughter of Late Rabindra Nath Roy) died intestate leaving behind her two sons Sri Anjan Deb, Sri Joy Deb and one daughter Smt. Swapna Talukdar, as her only legal heirs and successors, they jointly inherited the said 1/6th share in the said property left by the said deceased.

AND WHEREAS now the said Sajal Kumar Roy, since deceased, (wife of the **Owner No.1** herein and father of the **Owners No.2 and 3 herein**), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, are now the absolute joint owners of the entire plot of land measuring an area of 8 (Eight) Cottahs 12 (Twelve) Chittacks 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.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078.

AND WHEREAS being desirous of the Promotion work of their said Premises said Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, entered into a registered Development Agreement dated 18.04.2019, registered in the Office of A.R.A. III, Kolkata and recorded into Book No.I, Deed No.1646 for the year 2019 with the Developer **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) Aadhar No.950093959261, 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), Aadhar No.287891043325, 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, and the said Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, had executed and registered the registered Development Power of Attorney dated 18.04.2019, registered in the Office of A.R.A. III, Kolkata and recorded into Book No.I, Deed No.1655 for the year 2019 and in the said registered Development Agreement the entire Owners' Allocation has been mentioned in the **Second Schedule** of the said Development Agreement and the entire Developer's Allocation has mentioned in the Third Schedule of the said registered Principal Development Agreement dated 18.04.2019.

AND WHEREAS the said Sajal Kumar Roy died intestate on 29.12.2019, leaving behind his wife namely **SMT. TRIPTI ROY, the OWNER No.1 herein and** two daughters namely **SMT. ANKHI GHOSH and SMT. RAKHI DUTTA, the** OWNER Nos. 2 and 3 **herein jointly inherited the undivided 1/6th share of the** land measuring an area of **1 (One) Cottah 7 (Seven) Chittacks 15 (Fifteen) Sq.ft.** our of total land area measuring 8 (Eight) Cottahs 12 (Twelve) Chittacks **togetherwith Owners' Allocation** as mentioned in the **Second Schedule** of the said Principal Development Agreement dated 18.04.2019, situated at **K.M.C. Premises** No.21, Purbachal Kalitala **Road,** vide Assessee No.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078 **left by said Sajal** Kumar Roy, since deceased.

AND WHEREAS after the death of the said Sajal Kumar Roy, his legal heirs and successors i.e. the Land Owners herein entered into one **Supplementary Agreement dated 15.01.2020, registered at D.S.R. V, Alipore South 24 Parganas** and recorded into Book No.1, **Deed No.** 0140 **for the year 2020,** to continue the project and they shall give this fresh Development Power of Attorney in favour of the Developer (details of the Developer as mentioned above) for sale the

Tripti Roy

Developer's Allocation togetherwith undivided proportionate share of land and the **OWNERS** herein hereby declared and confirmed that they shall abide by the all terms and condition of the said principal Development Agreement dated 18.04.2019 and they shall always co-operate with the **DEVELOPER** herein for the Development of the project. Whenever they shall be called for by the DEVELOPER for the interest of this project.

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**, 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**, 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**, 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 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 building on the said **K.M.C. Premises No.21, Purbachal Kalitala Road,** vide having its postal address-21, Purbachal Kalitala Road, Kolkata-700078.

2 To prepare building plan or plans and submit the same to the building Department, The Kolkata Municipal Corporation upon signing his 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 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 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, 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.

11 To mutate our names in the concerned B.L. & L.R.O. and K.M.C. and executing and sign all the papers, form and documents related thereto on our behalf and pay the land taxes and K.M.C. taxes.

12 To appear before the Land Ceiling Department, West Bengal and sign all the papers forms and document on our behalf for obtaining no-objection Certificate from K.M.C. related to our property on our behalf and pay the necessary fees to the concerned Department for the same.

13 To appear in the Court on our behalf if any case is cropped up during the project period and sign all the documents i.e. Written Statements, Plaint, application/petition and memorandum of Appeal and Revision on our behalf in respect of the property.

14 To sign and execute all the documents, forms and papers related to the connection of electric and to install the transfer on the project on our behalf for the proposed project.

15 To sign and execute all the paper forms and document for installation of lift in the project in respect of our 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.

SCHEDULE OF THE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided 1/6th share of land **measuring and area of 1 (One) Cottah 7 (Seven) Chittacks 15 (Fifteen) Sq.ft.** out of total land area of 8 (Eight) Cottahs 12 (Twelve) Chittacks 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.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, property ZONE is Purbachal ~~Kalitala~~ Road to Purbachal Kalitala Road and the entire property is butted and bounded by:

Tripti Roy

ON THE NORTH	:	8-'0" wide K.M.C. Road/Kalitala Temple;
ON THE SOUTH	:	12'-0" 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 **15th** day of **January, 2020.**

WITNESS :

1 Abhijit Kumar Mishra
69/1, Baghajatin Place
Kolkata. 700086

2. Atanu Kr. Ghosh.
KALUPUR
BONGAON-743235
NORTH 24 PARGANAS

1. Tripti Roy
2. Ankhi Ghosh.
3. Rakhi Dutta

SIGNATURE OF THE OWNERS

SILICON CONSTRUCTION
(Asoy Sarkar)
Partners

SILICON CONSTRUCTION
Bijoy Majumder
Partners

SIGNATURE OF THE DEVELOPER.

PREPARED & DRAFTED BY :

(MR. SOMESH MISRA)
ADVOCATE [Enrollment No.F/985/2008]
HIGH COURT, CALCUTTA
Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-700 086.
9051446430(Somesh),
Email:mishrasomesh08@gmail.com

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2020, Page from 32154 to 32182

being No 163000141 for the year 2020.

Digitally signed by KRISHNENDU TALUKDAR
Date: 2020.03.11 19:24:00 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2020/03/11 07:24:00 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)