

TO ALL TO WHOM THESE PRESENTS shall come We, (1) SMT. SABITRI ADAK, PAN AXLPA7000N, wife of Late Anil Kumar Adak @ Anil Adak, (2) SRI PRADIP ADAK, PAN AQWPA1887F, son of Late Anil Kumar Adak @ Anil Adak, (3) SRI SANJOY ADAK, PAN AGUPA7192D, son of Late Anil Kumar Adak @ Anil Adak, (4) SMT. RUPALI MALLICK @ RUPALI MALLIK, PAN FBWPM8299D, wife of Sri Gautam Mallick @ Rameswar Mallick, (5) SMT. REBA NATH, PAN BZUPN5930L, wife of Sri Hari Nath, (6) SMT. JHUMA BANERJEE, PAN EBMPB7449R, wife of Sri Malay Banerjee, SI. Nos. 4 to 6 are daughter of Late Anil Kumar Adak @ Anil Adak, all by faith-Hindu, by Nationality - Indian, by Occupation: SI.No.1, 4, 5& 6: Housewife, and 2 & 3: Business, all are residing at 38, Ferry Ghat Road, P.O.& P.S. - Barrackpore, District - District, Pin -700120, hereinafter referred to and called as the Executant: -

WHEREAS Anil Kumar Adak, Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick, jointly being the First part got and acquired a plot of land measuring 13 (thirteen) Cottahs 11 (eleven) Chhittaks 43 (forty three) sft. identified as Lot - A lying and situated at: Mouza: Monirampore, J.L. No. 2, Touzi No. 2998 & 147, comprised and contained in R.S. Dag No. 159 & 159/1017 under Khatian No. 346/2 and R.S. Dag No. 159/965 under R.S. Khatian No. 550/3, within the limits of North Barrackpore

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Municipality, P.S. Barrackpore, Dist - North 24 Parganas, by virtue of a registered Deed of Partition Being No. 4577, recorded in Book No. I, Volume No. 124, written in pages 125 to 142 and the same was registered at A.D.S.R.O. Barrackpore dated 20/05/2002 with their other co-sharers namely Kamal Kumar Adak, Sri Beni Shankar Adak, Smt. Binapani Dolui, Smt. Radha Rani Ghati, Smt. Sefali Santra, Smt. Dipali Malik, Smt. Aloka Roy and Sudhir Kumar Adak.

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AND WHEREAS after acquiring the abovesaid property said Anil Kumar Adak, Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick became the joint owners and co-sharers of the abvoesaid property and thereafter the said Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick gifted and transferred their undivided share out of a total land measuring 6 (six) Cottahs 12 (twelve) Chhittaks 10 (ten) Sft. in Dag No. 159 [land area 5 (five) Cottah 13 (thirteen) Chiteks Sand 159/965 land area 15 (fifteen) Chhittaks 10 (ten) sft.] to Anil Kumar Adak by virtue of a registered Deed of Gift Being No. 2386, recorded in Book No. I, Volume No. 67, written in pages 295 to 304 and the same was registered at A.D.S.R.O. Barrackpore dated 16/03/2006.

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AND WHEREAS said Smt. Indu Bala Mallick, Smt. Sumati Bala Majhi, Smt. Subala Santra, Sri Sushil Porel, Sri Tarun Porel, Smt. Chaina Dhara, Smt. Anna Mallick gifted and transferred their undivided share out of a total land measuring 6 (six) Cottahs 8 (eight) Chhittaks 14 (fourteen) Sft. in Dag No. 159 to Anil Kumar Adak by virtue of a registered Deed of Gift Being No. 2387, recorded in Book No. I, Volume No. 67, written in pages 305 to 314 and the same was registered at A.D.S.R.O. Barrackpore dated 16/03/2006.

AND WHEREAS by dint of abovesaid Deed of Partition and by virtue of abovesaid two Deed of Gifts said Anil Kumar Adak became the absolute owner of a total plot of land measuring 12 (twelve) Cottahs 5 (five) Chhittaks 14 (fourteen) Sft. in R.S.Dag No. 159 and land measuring 15 (fifteen) Chhittaks 10 (ten) sft. in R.S. Dag No. 159/965 thus total land measuring 13 (thirteen) Cottahs 4 (four) Chhittaks 24 (twenty four) sft. and he mutated his name in the records of North Barrackpore Municipality and while thus seized and possessed the same said Anil Kumar Adak died intesate on 13/02/2016 leaving behind him suriving the Executant No. 1 herein as his wife and the Executant Nos. 2 & 3 as his sons and the Executant Nos. 4 to 6 as his daughters and as his only legal heirs and successors to inherit his abovesaid property.

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AND WHEREAS after demise of said Anil Kumar Adak the executants herein became the joint owners and co-sharers of the abovesaid property and they recorded their names in the records of L.R. Settlement in L.R. Dag Nos. 159 and 159/965 by the under mentioned Khatian Nos.

Name of Rayat	L.R. Khatian No.	
SMT. SABITRI ADAK	5082	3
SRI PRADIPADAK	5084	S S
SRI SANJOY ADAK	5083	E E
SMT. RUPALI MALLICK	5085	8 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
SMT. REBA NATH	5086	12/20 12/20 12/20
SMT. JHUMA BANERJEE	5087	F & 3

and at present in physical measurement the executants have been seizing, possessing and enjoying a plot of land measuring 12 (twelve) Cottahs 14 (fourteen) Chhittaks with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS we being the owners of the said property entered into a development agreement dated 06/01/2023 and the same was registered at A.D.S.R.O. Sodepur Being No.I-150500073 /2023 with GANAPATI CONSTRUCTION, PANAAXFG1398J, a partnership firm having its place of business at: 56/A, S. N. Banerjee Road, P.O. Barrackpore, P.S. Titagarh,

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Dist - North 24 Parganas, Kolkata - 700120, being represented by it's partners namely 1. SAUKAT HOSSAIN, PAN ACGPH1463A, son of late Aktar Hossain, by faith - Muslim (Indian), by occupation: Business, residing at-64/65, Mariam Mohal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata- 700 120, 2. SRI MRINAL SUTRADHAR, PAN AVRPS 3394M, son of Late Manick Sutradhar, by faith - Hindu (Indian), by occupation: Business, residing at-Ruiya, P.O. Patulia, P.S. Khardah, Dist. 24 Parganas (N), Pin - 700119, 3. SRI BISWANATH AGARWAL, PAN ADDPA 3275F, son of Late Ram Gopal Agarwal, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at - 32, Gola Mahal, Sadar Bazar, P.O. & P.S. Barrackpore, Dist. 24 Parganas (N), Kolkata-700120, in respect of a plot of land measuring 10 (Ten) Cottahs 2 (two) Chhittaks 2 (two) sft. in R.S. & L.R. Dag No. 159 which has been morefully described in the Schedule written hereunder for development and construction of a Multistoried building over the said premises.

NOW KNOW ALL MEN BY THESE PRESENTS THAT

we, the aforesaid Executants hereof, do hereby nominate, authorise, constitute and appoint in our place **GANAPATI CONSTRUCTION**, PAN AAXFG1398J, a partnership firm having its place of business

at: 56/A, S. N. Banerjee Road, P.O. Barrackpore, P.S. Titagarh,

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 To appear and represent us before the authorities of the North Barrackpore Municipality, Electricity Authority and before all other Statutory and Local Bodies as and when necessary for the purpose of construction of a new building over and above our said premises and for registration of Agreement for sale, Deed of Sale or any other documents and instruments of Flats/

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Shops and Spaces of the proposed Multistoried building to be constructed as per sanction building plan duly sanctioned by the North Barrackpore Municipality over the said premises in resepect of Developer's allocation save and except the Owners' allocation in our names and on our behalf as per Development Agreement executed between us and the Developer on 06.01.2023.

- 2. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
- To Sign, verify and file applications, forms, building plans, 3. documents and papers in respect of our said premises before the North Barrackpore Municipality or before any other statutory authorities for the purpose of demolition of old structure, maintenance, protection, preservation and construction of a Multistoried building over and above the said premises.
- To receive the consideration money in part or full in cash or 4. by cheque/draft from the intending purchaser or purchasers for sale or booking of flat/s, units or car parking spaces and to grant receipts therefore in our names and to give full discharge to the purchaser/s as our lawful representative.
- To execute and/or negotiate and/or enter into any agreement 5. for sale of the flat/s and car parking spaces in the said new

GANAPATI CONSTRUCTION

building in the name of the attorney as and on our behalf and as our lawful authorised representative and to accept consideration money therefore and entitled to nominate the intending purchaser or purchasers for sale, transfer and/or lease in respect of the proportionate, undivided share of land of the said premises and to execute Deed of Sale of the flats/ shops and spaces in favour of the intending purchaser/s on our behalf in respect of Developer's Allocated Area.

- 6. To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, deeds of Conveyance documents and other such papers as may be necessary for the purpose of booking and/or sale of the flats/units and car parking space in the said building over and above our said premises.
- 7. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- 8. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith.

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- 9. For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises and to sign, execute and submit papers and documents relating thereto.
- 10. To negotiate with the existing tenants on any term and to finalise the said term as our attorney (s) shall think fit and proper for the betterment of the said premises.
- 11. To sign in the form or forms and/or any other documents or documents which will be required by the CESC/W.B.S.E.D.C.L. authority for granting/obtaining new transformer within the said proposed Multi storied building and new electric meters in the flats and shops, Garage, Godowns of the said proposed Multistoried building.
- 12. That our said attorney will deliver us possession of the our allocated flat i.e. our allocated area in the said Multistoried building and also deliver possession to the intending purchaser/s in respect of Developer's Allocated area.

AND GENERALLY to do acts, deeds and things in the name of ourselves and we, the Land owners/Executants do hereby ratify and confirm and agrees to ratify and confirm all and whatsoever acts, deeds and things that our said ATTORNEY shall lawfully do or came to be done in or about the said premises as aforesaid keeping us free from all encumbrances relating thereto.

SATES ON BOK Produptok Sazuy Aden

SCHEDULE ABOVE REFERRED TO

ON THE NORTH

Others property thereafter Fery Ghat

Road.

ON THE SOUTH

- Suvsasak's House, Das's House,

Kamal Asak's House and owners

land.

ON THE EAST

Tirthankar Chatterjee's House and

40'-0" wide S.N. Banerjee Road.

ON THE WEST

6'-0" wide land of the owners and

common passage thereafter DBM

Brickfield and Suvsasak's House.

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Partners

IN WITNESS WHEREOF we, the Executants hereof do hereunto set and subscribe our hand and seal in presence of the of the witnesses named herein below on this 6th day of January' 2023 (Two Thousand Twenty Three).

SIGNED, SEALED AND DELIVERED

by the Principal in presence of:

1) Sumit Mondal Stid of My 20
Ramsachpone Balus Alek
Sonjuy Adam
2) Pressete Bisms 2727 25 Strate
Reba Nath

Reba Nath Thuma Banossee

Signature of the Executants

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Signature of the Attorney

Barrackpore Court

Enrollment No. F-857/97

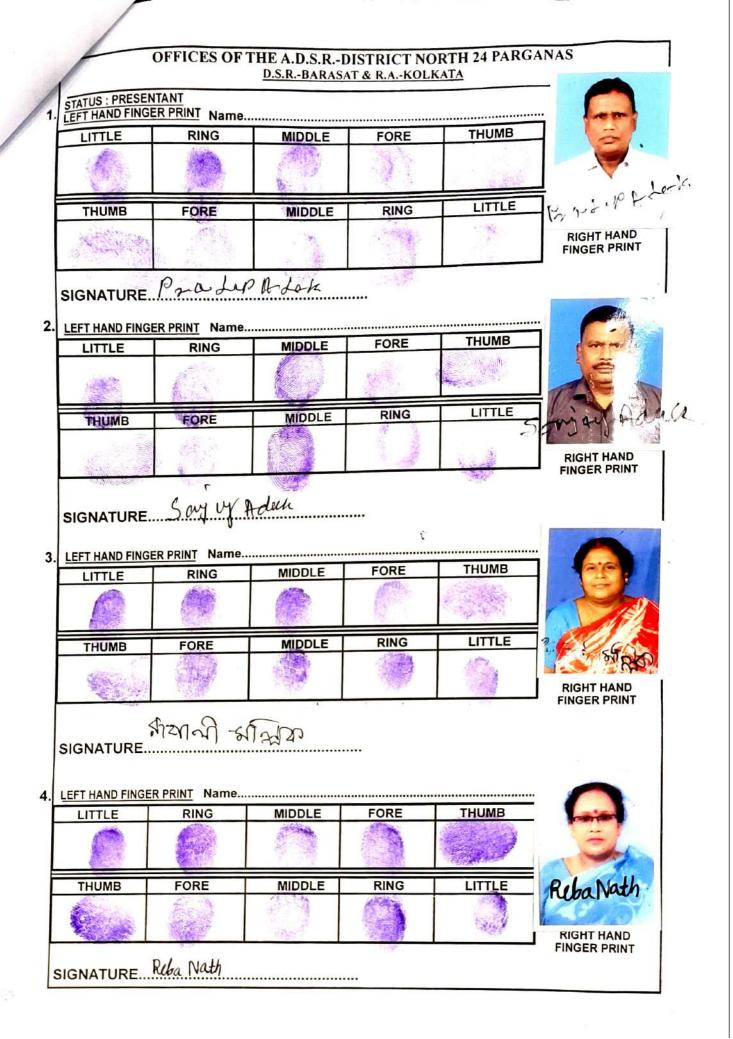
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SANTANU GUPTA

BARRACKPORE

DIST - NORTH 24 PARGANAS

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ertificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1505-2023, Page from 3590 to 3618 being No 150500081 for the year 2023.



and the

Digitally signed by SUMIT KUMAR

Date: 2023.01.10 13:47:58 +05:30 Reason: Digital Signing of Deed.

(Sumit Kumar Sinha) 2023/01/10 01:47:58 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARRACKPORE West Bengal.

(This document is digitally signed.)