

02721/2020

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D-02464/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 918818

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The signatures, stamps and
 attachments are the property of the
 Registrar and are to be returned
 to the Registrar on demand.

14. 08. 2020
 Addl. District Sub Registrar
 Barrackpore 24 Pgs (N/A)
 14 AUG 2020

02721/2020

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT is made on this 14th day of August 2020 (Two Thousand Twenty);

নং
তারিখ
সংখ্যা

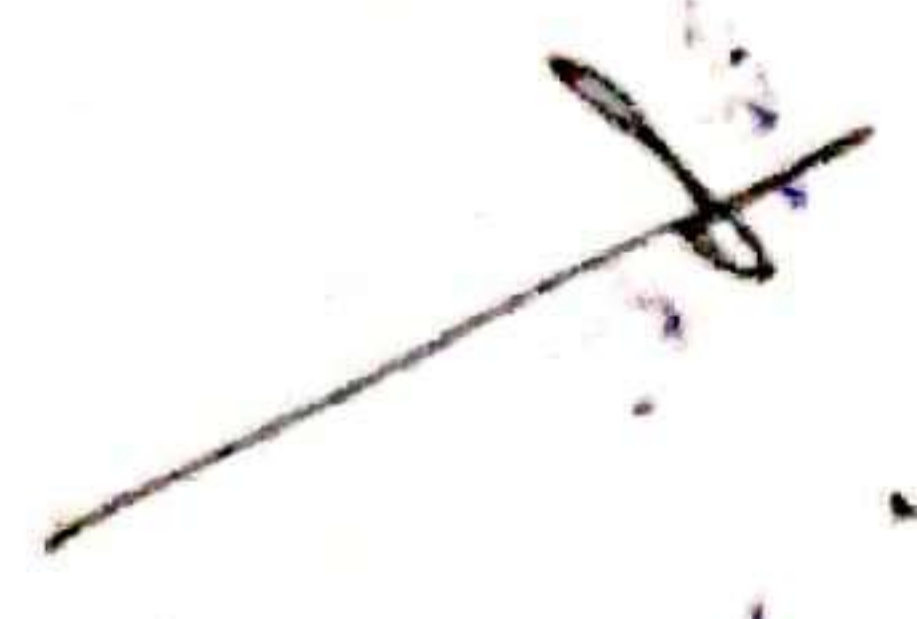
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তারিখ 03/08/2020
সংখ্যা 100/

M/s. S.S. Enterprise

Bacasat Road ; Titagarh ; (N) 24 Pgs.

শঙ্কর কুমার সরকার
স্ট্যাম্প ডেস্ক
সানারপুর এ.ডি.এস.আর অফিস
এলাকা ২৪ পল্লীগনা



Addl Dist Sub-Registrar
Barrackpore North 24 Pgs

14 AUG 2020

KNOW ALL MEN BY THESE PRESENTS shall come We 1. **SMT. AVA KOLEY** wife of Late Dilip Kumar Koley (PAN No. DZWPK7111J), by Nationality – Indian, by Faith Hindu, by Occupation – Housewife, 2. **SRI DEBASISH KOLEY** son of Late Dilip Kumar Koley (PAN No. FFTPK0890D), by Nationality – Indian, by Faith Hindu, by Occupation – Business, both are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas and 3. **SRI JOYDEB KOLEY @ JOYDEB KR KOLEY** son of Late Gour Chandra Koley (PAN No. AMEPK8360K), by Nationality – Indian, by Faith Hindu, by Occupation – service all are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) hereinafter called and referred to as the **LAND OWNERS**.

WHEREAS one Sri Nani Gopal Mukhopadhyay purchased a plot of land measuring about 58 Sataks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 (land measuring about 22 Sataks) and C.S. Dag No. 734 (land measuring about 08 Sataks) Khatian No. 186 in the District North 24-Parganas by virtue of a Registered Sale Deed on 24.04.1946 which was duly registered before S.R. Barrackpore and duly copied in

Book No. I, Volume No. 11, Pages from 37 to 40, Being No. 448 for the year 1946 from one Smt. Panch Kari Mallick.

AND WHEREAS while seizing and possessing the same said Sri Nani Gopal Mukhopadhyay died intestate leaving behind his wife namely Smt. Renuka Debi and one son namely Sri Uday Kumar Mukhopadhyay and three married daughters namely Reba Chattopadhyay, Smt. Rekha Chattopadhyay & Smt. Debika Chattopadhyay as his legal heirs and successors. And they enjoying the same without any interruption from any corner.

AND WHEREAS while seizing and possessing the same said Sri Uday Kumar Mukhopadhyay and Smt. Renuka Debi self and constituted attorney on behalf of Smt. Reba Chattopadhyay, Smt. Rekha Chattopadhyay & Smt. Debika Chattopadhyay jointly sold out a plot of land measuring about 50 Satak which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 corresponding to R.S. Dag No. 7277 (land measuring about 22 Sataks) in the District North 24-Parganas by virtue of a Registered Sale Deed on 30.03.1963 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. 1, Volume No. 23, Pages from 141 to 144, Being No. 1954 for the year 1963 in favour of one Sri Kamal Chattopadhyay alias Sri Kamalapati Chattopadhyay.

AND WHEREAS while seizing and possessing the same said Sri Kamal Chattopadhyay alias Sri Kamalapati Chattopadhyay sold out the aforementioned plot of land measuring about 50 Satak which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 corresponding to R.S. Dag No. 7277 (land measuring about 22 Sataks) in the District North 24-Parganas by virtue of a Registered Sale Deed on 22.12.1965 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 93, Pages from 20 to 26, Being No. 6309 for the year 1965 in favour of Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

AND WHEREAS while seizing and possessing the same said Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee sold out a plot of land measuring about 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 22.09.1976 which was duly registered before S.R. Barrackpore and duly copied in Book No. I, Volume No. 64, Pages from 111 to 115, Being No. 3691 for the year 1976 in favour of Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley.

AND WHEREAS said Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley mutated their names before Barrackpore Municipality being Holding No. 58 (25), H K. Sarkar Road under Ward No. 12.

AND WHEREAS while seized and possessed the same Smt. Kamala Bala Koley transferred her undivided 1/4th share of total land measuring about 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 13.01.1997 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 4, Pages from 255 to 262, Being No. 149 for the year 1997 in favour of Sri Dilip Kumar Koley.

AND WHEREAS said Sri Dilip Kumar Koley by way of said two Registered Sale Deeds became the absolute owner of the **undivided half share** of the plot of land measuring about 07 Cottahs 05 Chittacks more or less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

AND WHEREAS while seizing and possessing the same said Sri Dilip Kumar Koley died intestate leaving behind his wife namely Smt. Ava Koley and one son namely Sri Debasish Koley as his legal heirs and successors and they jointly inherited the aforesaid property left by said Sri Dilip Kumar Koley.

AND WHEREAS one of the owner Gour Chandra Koley executed a Registered WILL and bequeathed his 1/4th share of land in favour of Sri Joydeb Koley. Subsequently after death of Gour Chandra Koley, obtained probate from Ld. District delegate Court at Barrackpore vide Probate Case No. 385/13. And Learned Court issued Probate Certificate on 30.05.2017.

AND WHEREAS said Sri Joydeb Koley by way of Registered Sale Deed & Probate of the WILL became the absolute owner of the undivided half share of the plot of land measuring about 07 Cottahs 05 Chittacks more or less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

AND WHEREAS thus said **Smt. Ava Koley, Sri Debasish Koley and Sri Joydeb Koley** became the joint owners of ALL THAT piece and parcel of land measuring an area of 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and

contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Barrackpore Municipality and the said property was known reputed and numbered as Municipal Holding No. 58/25, H.K. Sarkar Road under Ward No. 12 which is morefully described in the SCHEDULE- A hereunder written.

AND WHEREAS We being satisfied and convinced with the capabilities and infrastructure of M/S. S. S. ENTERPRISE having PAN – ADQFS7372A a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, 1. SRI SALIL BISWAS (PAN No. AMRPB0576D) son of Late Mahananda Biswas, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and 2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L) son-of Sri Datakarna Mondal, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Newpukuri (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN 742133, West Bengal hereinafter called and referred to as the "DEVELOPER", who are undertaking to make addition and alteration of land and for making construction to developed the same situated in the limit of Barrackpore Municipality being Holding No. - 58/25. H.K. Sarkar Road under Ward No.- 12 under P.S. - Titagarh,

Kolkata-700123, which is morefully described in A Schudule, for which we have jointly decided to appoint the partners of the said developers firm M/S. S. S. ENTERPRISE and we appoint its partners namely 1. Sri Salil Biswas son of Late Mahananda Biswas & 2. Sri Subaran Mondal son of Sri Datakarna Mondal, as my/our true and lawful Attorney to represent us / me at all relevant offices, to sign and to execute for to perform all acts and deeds on my / our behalf and represents us everywhere as well as before all the prescribed authority.

AND WHEREAS for brevity and precision of this agreement following clarifications constituting thereby part of the said joint development agreement which has been made in between me / us and the above named developers M/S. S. S. ENTERPRISE by way of Registered Development Agreement dated 14.08.2020 which was duly registered in the office of A.D.S.R at Barrackpore and the same has recorded in Book No. I. Deed No. 150502444 for the year 2020.

KNOW ALL MEN BY THESE PRESENTS shall come We 1. SMT. AVA KOLEY wife of Late Dilip Kumar Koley 2. SRI DEBASISH KOLEY son of Late Dilip Kumar Koley 3. SRI JOYDEB KOLEY @ JOYDEB KR KOLEY son of Late Gour Chandra Koley for developing the below Schedule mentioned plot of land of our Property and to be in our name and on our behalf to do all any of the acts, deeds and things mentioned hereinafter:-

1. To manage the affairs and supervise the construction of a building on our said property in accordance with the plan sanctioned by the Barrackpore Municipality.

Ava Koley
Debasish Koley

Joydeb Koley @ Joydeb Kumar Koley

2. To renewed or modify the said building plan sanctioned by the Barrackpore Municipality in my/our name and/or on our behalf.
3. To work and supervise the construction of the proposed building or buildings therein as per plan and for that matter bring, purchase, procure, procure all sorts of building materials, Electrical and sanitary fittings and fixtures and to engage plan markers, designer, architects, engineers artisans, masons, electrician, labors and workmen and to do and such at necessary for the construction.
4. To sign and give notice or notices to any tenant or tenants and other occupiers of the lands and buildings belonging to our estate, Quit and vacate or to repair any damage or to abate any nuisance or to remedy a breach of covenant or contract or for any other purpose or purposes whatsoever and to avail of and enforce all remedies open to me in respect thereof and to enter in to any such property or properties with a view to inspecting the same or exercising any right vested in me.
5. To, appear appoint, engage on our behalf pleaders, Advocate / Advocates or solicitors whenever our said attorney shall think fit and proper to do so and to discharge and / or terminate his or their appointment and to compromise, compound, or withdraw cases or be non-suited to refer to arbitration all disputes and differences cases or be non-suited to refer to arbitration all disputes and differences.
6. To sign, verify and file applications for execution of orders of any court of law in connection of my/our property and represent and file any execution petition's for obtaining decrees against any persons if required in respect of my/our below described