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 Certified that the documents submitted to registration, The signature sheet and the endorsement sheets attached with the this document are the part of this document

Addl District Sub Registrar  
 Barrackpore, 24 Pgs (N)

09 MAY 2016

DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT

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I, SMT GOPA ROY ( PAN- BLOPR2902J ), Wife of Sri Pabitra Kumar Roy, Daughter of Late Pabitra Kumar Sinha by occupation House-wife, by nationality Indian, by faith Hindu, residing at holding no.103(56/c) "A" Road, Anandapuri, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Dist-24parganas Kolkata 700122 hereinafter called the LAND OWNER do hereby SEND GREETINGS.

WHEREAS Predecessor-title -in interest one Kali Goala was the owner of land measuring more or less 33 ( thirtythree ) decimal lying on C.S. Dag no. 1183 and 1184, under C.S. Khatian no. 992, Mouza chanak, J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality, District North 24 Parganas and he sold and transferred land area measuring more or less 10 ( ten ) cottahs out of aforesaid land area which is lying on aforesaid schedule of property to Smt Milan Bala Ghosh, wife of Sri Balaram Ghosh by a registered deed of Sale being no. 1827, dated 12/02/1956, which was registered at Sub-Registry office at Barrackpore, in the year 1956.

AND WHEREAS after received aforesaid schedule of property from her vendor said Smt Milan Bala Ghosh sold and transferred land measuring more or less 3 ( three ) cottahs out of land measuring more or less 10 ( ten ) cottahs, that said land lying on aforesaid schedule of property to Smt Nanda Rani Kundu, wife of Sri Santosh Kumar Kundu by a registered deed of Sale being no. 7269, written in book no. 1, volume no. 76, page no. 292 to 294 which was registered at Sub-Registry office at Barrackpore, in the year 1956 and thereafter said Smt Nanda Rani Kundu recorded her name in respect of aforesaid schedule of property under Khatian no. 992, R.S. Dag no. 7687 and seized and possessed of the said property without any interference from others.

AND WHEREAS said Smt Nanda Rani Kundu sold transferred land area measuring more or less 3 ( three ) cottahs lying on Mouza chanak, Khatian no. 992, R.S. Dag no. 7687, J.L.no. 4, Touzi no. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality, District North 24 Parganas to Sri Prabitra Kumar Singha and Sri Pradip Kumar Singha, both



I, SMT GOPA ROY ( PAN- BLOPR2902J ), Wife of Sri Pabitra Kumar Roy, Daughter of Late Pabitra Kumar Sinha by occupation House-wife, by nationality Indian, by faith Hindu, residing at holding no.103(56/c) "A" Road, Anandapuri, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Dist-24parganas Kolkata 700122 hereinafter called the LAND OWNER do hereby SEND GREETINGS.

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I, SMT GOPA ROY ( PAN- BLOPR2902J ), Wife of Sri Pabitra Kumar Roy, Daughter of Late Pabitra Kumar Sinha by occupation House-wife, by nationality Indian, by faith Hindu, residing at holding no.103(56/c) "A" Road, Anandapuri, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Dist-24parganas Kolkata 700122 hereinafter called the LAND OWNER do hereby SEND GREETINGS.

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AND WHEREAS said Smt Nanda Rani Kundu sold transferred land area measuring more or less 3 ( three ) cottahs lying on Mouza chanak, Khatian no. 992, R.S. Dag no. 7687 J.L.no. 4, Touzi no. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality, District North 24 Parganas to Sri Prabitra Kumar Singha and Sri Pradip Kumar Singha, both



are sons of Late Purna Chandra Singha by a registered deed of Sale being no. 352, written in book no. 1 , volume no. 13, page no. 63 to 66 which was registered at Sub-Registry office at Barrackpore , in the year 1966 .

AND WHEREAS one Sri Tapash Charan Ghosh purchased land measuring more or less 8 ( eight ) Bigha , lying on C.S. Khatian no. 711 , under C.S. Dag no. 969, 1188 and 1224 , Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas from his vendor Sri Gopal Chandra Ghosh , vide a Registered Deed of Sale being no. 663, written in book no. 1 , which was registered at Sub-Registry office at Barrackpore , dated 07/06/1941 and thereafter said Sri Tapash Charan Ghosh sold and transferred land area more or less 3 ( three ) cottahs lying on C.S. Dag no. 1188 , corresponding R.S. Dag no. 765, under C.S. Khatian no. 711 , Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas to Sri Prabitra Kumar Singha and Sri Pradip Kumar Singha , both are sons of Late Purna Chandra Singha by a registered deed of Sale being no. 3194, written in book no. 1 , volume no. 44, page no. 238 to 241 which was registered at Sub-Registry office at Barrackpore , dated 08/08/1958 .

AND WHEREAS said Sri Prabitra Kumar Sinha and Sri Pradip Kumar Singha purchased another land area measuring more or less 3 ( three ) cottahs , under Khatian no. 992 , C.S. Dag no. 1187 corresponding R.s. Dag no. 7687, Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas from their vendor Smt Milan Bala Ghosh , wife of Sri Balaram Ghosh , vide a deed of sale 5871, dated 27/06/1956 , written in book no. 1 , volume no. 67, page no. 63 to 66 which was registered at Sub-Registry office at Barrackpore and have indefeasible right , title and interest over their property and have every right to transfer their property to third party .



AND WHEREAS said Sri Prabitra Kumar Sinha and Sri Pradip Kumar Singha were the owners of land area measuring more or less 9 ( nine ) cottahs but actual measurement is approximate 8 ( eight ) cottahs 3 ( three ) chataks 40 ( forty ) sft under Khatian no. 711 and 992 , C.S. Dag no. 1187 ,1188 corresponding R.s. Dag no. 7687, 7651, Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas by the aforesaid three deeds and they mutated their name in the record of Barrackpore Municipality and have constructed a brick build building along with some portion of asbestos shade building thereon after sanctioned building plan .

AND WHEREAS to avoid further dispute and difference said Sri Prabitra Kumar Sinha , Sri Pradip Kumar Singha partitioned their aforesaid schedule property by a Deed of Partition being no. 5594, dated 16/09/1991, written in book no. 1, which was registered at Sub-Registry office at Barrackpore , in the year 1991 as per said Deed of Partition the first part marked "KHA " Sri Pradip Kumar Singha was the owner of land measuring more or less 4 ( four ) cottahs 3 ( three ) chataks 28 ( twentyeight ) sft along with a one storied residential building and second part marked "GHA" Sri Prabitra Kumar Singha was the owner of land area more or less 4 ( four ) cottahs 12 ( twelve ) sft along with a residential building thereon .

AND WHEREAS now Sri Pradip Kumar Singha was the owner of land measuring more or less 4 ( four ) cottahs 3 ( three ) chataks 28 ( twentyeight ) sft along with a one storied residential building lying on under Khatian no. 711 and 992 , C.S. Dag no.1187, 1188 corresponding R.s. Dag no. 7687, 7651, Mouza chanak , J.L. no. 4, Touzi no.. 2998, R.S. no. 39, P.S. Titagarh, under Barrackpore Municipality , District North 24 Parganas thereafter said Sri Pradip Kumar Singha mutated his names in respect of his property in the record of local of Barrackpore Municipalty , being Holding no. 104(56/c/1) "A" Road ,Anandapuri , P.O. Nonachandanpukur, P.S. Titagarh, District North 24 Parganas and paying tax thereto and seized and possessed of the said property without any interference



from others and have indefeasible right , title and interest over their property and have every right to transfer their property to third party .

AND WHEREAS said Sri Pradip Kumar Singha gifted his aforesaid entire schedule of property to his wife Smt Aloka Singha by a Registered Deed of Gift , vide no. 02877 , dated 30/05/2014, written in book no. 1, CD volume no. 7, Page no. 4733 to 4745, in the year 2014 and said Smt Aloka Singha accepted said gifted property .and seized and possessed of the said property without any interference from others and have indefeasible right , title and interest over their property and have every right to transfer their property to third party .

AND WHEREAS said land owner is desirous of developing the said premises by constructing a Multi-storied building ( Ground +three storied ) in accordance with the building plan to be sanctioned by the local Barrackpore Municipality .

AND WHEREAS upon the aforesaid representation of the Land Owner and subject to verification of the title of the Owner concerning the said premises the developer has agreed to develop the said premises in accordance with the sanctioned Building plan on the terms and conditions.

AND WHEREAS the land owners are desirous of developing the said premises by constructing a multi-storied building in accordance with the building plan to be sanctioned by the local Barrackpore Municipality .

AND WHEREAS upon the aforesaid representation of the land owners and subject to verification of the title of the owners concerning the said premises ; the developer has agreed to develop the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing .

Contd.p/6

AND WHEREAS we the land owners have entered into a Development Agreement , which we registered at the Additional District Sub Registry office Barrackpore and receded in Book no. 1, being no. 150502157 executed and registered on 9<sup>th</sup> day of May 2016 , to construct one Multi-storied building with "M/S Sark Construction" a proprietorship firm , having its registered place of business at 1/1, Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122, hereinafter referred to as "the DEVELOPER" for the purpose of construction of the proposed multistoried building consisting of several flats/shops /office spaces /garages etc in our premises , being Holding no. P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122, at ward no. 10 , under the Barrackpore Municipality , morefully described in the schedule hereunder written.

AND WHEREAS the terms and conditions for construction of the said multistoried building and the sale of the said flats/shops/office spaces /garages thereof on the aforesaid premises has been set out in the said Development Agreement , which was registered at the Additional District Sub Registry office Barrackpore and receded in Book no. 1, being no. 1-150502157 executed and registered on 9<sup>th</sup> day of May 2016 .

AND WHEREAS to enable the said Firm to carry on the said construction and other allied and ancillary works on the said premises , we the Land owners herein are desirous of appointing the said "M/S Sark Construction" a proprietorship firm ,as our true and lawful Attorney to do all such acts, deeds or things as are necessary for making construction works on the said premises and to sell the ownership flats/shops/office spaces /garages therein to the intending purchaser or purchasers .

KNOWN ALL MEN BY THIS POWER OF ATTORNEY that I, SMT GOPA ROY Wife of Sri Pabitra Kumar Roy, Daughter of Late Pabitra Kumar Sinha by occupation House-wife, by nationality Indian , by faith Hindu, residing at holding no.103(56/c) "A" Road ,Anandapuri,

Contd.p/7



P.O. Nonachandanpukur, Barrackpore , P.S. Titagarh, Dist-24parganas Kolkata 700122 the Land owners herein , hereby hereunder nominate, constitute and appoint the said "M/S Sark Construction" a proprietorship firm , having its registered place of business at 1/1, Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122 , being represented by its proprietor SRI ANIRUDDHA ROY , son of Sri Prolay Kumar Ray, by faith Hindu, by nationality Indian , by profession business , residing at 1/1, Middle Road, P.O. Nonachandanpukur, Barrackpore, P.S. Titagarh, Kolkata 700122 hereinafter referred to as the DEVELOPER ( which term of expression shall unless otherwise excluded by or repugnant to the content or subject be deemed to mean and include the said proprietorship firm ,its proprietor and his heirs ,executors ,administrators ,legal representatives , assigns and /or nominees to be our true and lawful Attorney for us in my name and on my behalf to do act, perform , execute all or any of the several acts ,deeds ,powers authorities , matters and things ) that is to say :-

- 1) To enter in the said premises for taking necessary measurement ,making the plan and construction work of the proposed building thereon .
- 2) To prepare necessary plans of the proposed building to be constructed at its own costs and expenses on the said premises by an approved L.B.S and to submit the same to the Barrackpore Municipality for obtaining sanction and to sign all other papers and documents necessary for the aforesaid purpose .
- 3) To appear on our behalf before the Barrackpore Municipality ,Urban Land Ceiling Authorities , B.L & L.R.O and /or any other Government Authorities or Semi-Government Authorities for taking all necessary steps for commencing and completing the proposed construction work on the said premises .
- 4) To apply for cement , steel and other materials and appliances necessary for



construction and to obtain Electric , Gas , Telephone , Telex and water connection in respect of the said premises from the respective competent Authorities .

- 5) To appoint Engineer , L.B.S. constructor , Architects, Building surveyors, labour , to construct the said multi-storied building and to make payments to them.
- 6) To look after the general supervision and construction work of the multistoried building on the said premises .
- 7) To appoint , nominate and retain Advocates, Solicitors, pleaders, Revenue Agent and to revoke such appointment and retain or appoint others as occasion shall require.
- 8) To booking of flats , transfer of the covered space , grant, sign enter into acknowledge and execute such deeds, instruments, contracts, agreements, acts things as shall be required or deemed fit and proper in relation to all or any of the purposes, matters or objects in connection with the said premises ( except Land owners allocation ) .
- 9) To negotiate and settle price and to receive earnest money from the intending purchaser/s upon execution of necessary Agreement(s) for sale .In addition to receive the balance of the consideration money ( i.e all installments) and/or other mon~~ey~~s form them upon execution of the necessary Agreement for sale and to give valid receipt and discharge thereof in respect of developers share of allocation ( except Land owners allocation ) .
- 10) To make , sign , affirm present and file all applications , claims ,petitions , written statements , building plan and all other papers and documents necessary and expedient in the opinion of the said Attorney to be made , signed , executed affirmed, presented or filled and to receive back such documents.



( 9 )

11) To allow and pay all fees , costs , expenses and charges to be allowed or paid in respect of the previously mentioned premises .

12) To take sale proceeds by issuing valid receipts thereof and appear before the Registering authority A.D.S.R. , D.S.R or ARA as the clause may for execution of the

deed of conveyance or conveyances , Agreement for sale , Gift deed , rectification deed in respect of Developers share of allocation in terms of the Registered Agreement dated 05/05/2016, vide Registered Deed no. 1-150502157 of 2016 which was registered at Sub-Registry office at Barrackpore

13) To present documents for registration duly signed before the Registering authority A.D.S.R. , D.S.R or ARA for completion of registration of the Deed of conveyance/s save and except owner's allocation .

14) To state , adjust and settle all accounts , claims and demands whatsoever now pending and which may hereafter arise between us or our said Attorney .

15) That said power of Attorney is revocable .

AND GENERALLY to do , execute and perform any other act or acts , deed or deeds , matter or things whatsoever which in the opinion of our said Attorney ought to be done , executed and performed in relation to our said premises or affairs ancillary or incidental thereto as fully and effectually , as we ourselves could do the same if we were personally present .

IN ADDITION, we hereby agree to ratify and confirm all acts , deeds matters and things whatsoever our said Attorney shall lawfully do or cause to be done by virtue of this presents.

Contd. p/10



THE SCHEDULE ABOVE REFERRED TO

ALL THAT land area measuring more or less 4 ( four ) cottahs 12 ( twelve ) sft ,along with 350 ( three hundred fifty ) sq.ft tile shade room , lying on Mouza Chanak, J.L. no. 4, Touzi no. 2998, Re.su no.39, R.S. Khatian no. 992 ( nine hundred ninetytwo ) , 711 ( seven hundred eleven ) , R.S. Dag no. 7687. ( seven thousand six hundred eightyseven ) and 7651 ( seven thousand six hundred fifty one ) , within the jurisdiction of Barrackpore Municipality ,Holding no. 103(56/c) "A" Road ,Anandapuri, ward no. 10, P.S. Titagarh, District North 24 Parganas . That said property butted and bounded by

On the North :- H/o Smt Aloka Singha. On the South :- H/o Sri Ghanashyam chowdhury

On the East : H/o Sri Hiranmoy Chatterjee. On the west :-12" wide "A" Road bye lane .

IN WITNESS WHEREOF the party , hereto has set and subscribed their respective hands on 9<sup>th</sup> day of May in the year 2016 with sound health and mind in presence of the witnesses stated below .

WITNESSES

1) Pabitra Kumar Ray  
H-25 Anandapuri  
Po. NEP Barrackpore  
Dist-24 Prgs (N)

Giopa Ray  
SIGNATURE OF LAND OWNER

2) Sadhan Kumar Ghosh  
44, Anandapuri Middle Road  
Po. Nohachandrapukur  
Barrackpore, Dist-24 Prgs (N)  
Kolkata-700122

Sadhan Ray  
SIGNATURE OF DEVELOPER

Contd.p/23

Drafted and prepared on the basis of  
The information furnished by the parties .

Sabyasachi Ghosh  
(SABYASACHI GHOSH) -  
Advocate , High Court Kolkata  
Reg no : F/915/651/98.

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Abhmit

B.K.P. Computer Centre , Kol 123



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1505-2016, Page from 59105 to 59126  
Being No 150502164 for the year 2016.



Digitally signed by PANCHALI MUNSHI  
Date: 2016.05.13 10:49:50 +05:30  
Reason: Digital Signing of Deed.

*Panchali Munshi*

(Panchali Munshi) 13/05/2016 10:49:49  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BARRACKPORE  
West Bengal.

(This document is digitally signed.)