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RUPEES

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the Document is submitted to  
Registration Tax ...  
at the ...

Additional Registrar  
of Assurances, Kolkata

Additional  
Assurances ...  
17 JUN 2017

**DEVELOPMENT POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENT that I, SRI  
SHIBASHISH ROY (PAN - AHSPR8117N) son of Sri Partha Sarathi  
Roy, by faith Hindu, by occupation Business, residing at 91, Masjid  
Bari Street, P.S. Burtolla, P.O. Beadon Street, Kolkata -700006,

**SEND GREETINGS:**

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**WHEREAS** one Prabhat Kumar Roy, Radha Charan Roy, Prafulla Kumar Roy, Probodh Kumar Roy and Pranab Kumar Roy all sons of late Ashutosh Roy were the absolute owner of the property being Premises No. 12A, Barrackpore Tank Road (B. T. Road) P.S. Chitpur, Kolkata, along with other properties.

**AND WHEREAS** said Prabhat Kumar Roy filed a Title Suit being T. S. No. 82/1958 before the Ld. 6th Assistant District Judge at Alipore for partition of the properties against said Radhacharan Roy & Ors.

**AND WHEREAS** said Partition suit was decreed in final form on compromise interms of the solemnnama as a part of the decree dated 17.03.1967.

**AND WHEREAS** in terms of the Said solenama decree, said Radha Charan Roy was allotted North West portion of land measuring about 21 Cottahs, 2 Chittacks 9 Sq. ft. lands which was allotted in Lot "E" of the said partition decree dated 17.03.1967.

**AND WHEREAS** being the owner of the Lot "E" of the aforesaid property said Radhacharan Roy erected a brick built structure thereon and mutated and recorded the name in Calcutta

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*Minul Sme*

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Corporation as owner thereof and thereafter Plot "E" was renumbered as premises No. 12D, B. T. Road, Kolkata- 700002.

**AND WHEREAS** said Radhacharan Roy died intestate on 10th October, 1973 leaving behind his wife Smt. Debrani Roy and 7 (seven) sons namely Ashok Roy, Ashish Roy, Ashim Roy, Arup Roy, Amit Roy, Parthasarathi Roy and Goutam Roy and also three daughters namely Smt. Anjali Roy, Smt. Archana Pal and Smt. Indira Banerjee respectively as his legal heirs and representatives.

**AND WHEREAS** said Smt. Debrani Roy wife of Radhacharan Roy died intestate on 3<sup>rd</sup> March, 1976 leaving behind her 7 (seven) sons and 3 (three) daughters as stated above as her legal heirs and representatives.

**AND WHEREAS** said Ashis Roy died intestate on 30.12.1987 as bachelor and leaving behind his 6 (six) brothers and 3 (three) sisters as stated about as heirs legal heirs and representatives.

**AND WHEREAS** said Amit Roy died intestate on 12.04.1996 as bachelor and leaving behind his 5 (five) brothers and 3 (three) sisters as stated about as his legal heirs and representatives.

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*Minal Sen*

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**AND WHEREAS** said Ashok Roy died intestate on 22.01.2000 as bachelor and leaving behind his 4 (four) brothers and 3 (three) sisters as stated above as his legal heirs and representatives.

**AND WHEREAS** said Arup Roy died intestate on 15.06.2004 leaving behind his only wife Smt. Shakti Roy and left without any issue as his legal heirs and representatives.

**AND WHEREAS** said Goutam Roy died intestate on 20.12.2004 leaving behind his wife Smt. Gouri Roy and one daughter Smt. Gargi Roy as his only legal heirs and representatives.

**AND WHEREAS** said Asim Roy died on 11.10.2010 leaving behind his Last Will dated 09.04.2010 wherein he bequeathed his undivided 1/7<sup>th</sup> share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kolkata alongwith other premises unto his nephew Sri Shibasish Roy and appointed him as executor of his estate to administer and manage the property.

**AND WHEREAS** said Anjali Roy died on 30.12.2012 leaving behind her Last Will dated 09.04.2010 wherein she bequeathed her undivided 1/7<sup>th</sup> share or interest of Plot "E" of premises No. 12D, Barrackpur Trunk Road (B.T. Road) Kolkata alongwith other

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*Minak Sen*

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properties unto her nephew Sri Shibasish Roy and appointed him as executor of her estate to administer and to manage the property.

**AND WHEREAS** after demise of said Ashim Roy and said Anjali Roy the executor of said two wills filed two P.L.A. Case No.178 of 2015 and P.L.A. Case No. 179 of 2015 before the Hon'ble High Court at Calcutta for Probate of Last Will of Ashim Roy and Anjali Roy since deceased.

**AND WHEREAS** on 21<sup>st</sup> August, 2015, the Hon'ble High Court Calcutta was pleased to grant Probate of Last Will of Ashim Kumar Roy and Anjali Roy in favour of said Shibashish Roy as beneficiary.

**AND WHEREAS** thus I am one of the co-owners and seized and possessed of an otherwise well and sufficiently entitled to the plot "E" of premises 12D/3, formerly known as 12A Barrackpur Tank Road (B.T. Road), Calcutta consisting of land having measuring about 21 Cottahs 2 Chittacks 9 Sq. ft. more or less together with a brick built building thereon morefully described in the schedule first written hereunder.

**AND WHEREAS** one Sri Mrinal Ghosh son of Sri Monoranjan Ghosh, by religion -Hindu, by occupation - Business carrying on

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business under the name and style of **M/s. TARAMAA CONSTRUCTION** as a sole proprietor residing at "Charulata Apartment", Tarulia 2<sup>nd</sup> Lane, under Mahisbathan-2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkata - 700102, being interested to develop our aforesaid property by demolishing the old structure standing thereon on the terms and conditions to be agreed upon by and between us and the said Sri Mrinal Ghosh.

**AND WHEREAS** after negotiation we have agreed to appoint the said Sri Mrinal Ghosh to construct the said building at the said premises by demolishing the old structure standing thereon.

**AND WHEREAS** a development agreement dated 23.07.2014 has already entered into by and between us and the said Sri Mrinal Ghosh for development of the said property on the terms and conditions contained therein including the owners allocation as well as developers allocation. The aforesaid Development Agreement has executed and registered in the office of the A.R.A.-I, Kolkata and recorded in Book No. I, C.D. Volume No. 15 Pages from 5448 to

5482 Deed No. 06649 for the year 2014.

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*Mrinal Ghosh*

Proprietor



**AND WHEREAS** for the purpose of completing the said project fully and effectually, we have decided to appoint said **SRI MRINAL GHOSH** to be our true and lawful attorney in our names and on our behalf for the purpose of developing and completion of the said project.

**NOW KNOW YE BY THESE PRESENTS, I, SRI SHIBASHISH ROY (PAN - AHSPR8117N)** son of Sri Partha Sarathi Roy, by faith Hindu, by occupation Business, residing at 91, Masjid Bari Street, P.S. Burtolla, P.O. Beadon Street, Kolkata -700006, do hereby nominate constitute and appoint the said **SRI MRINAL GHOSH (PAN - ADXPG8509J)** son of Sri Monoranjan Ghosh, by faith Hindu, by occupation Business, carrying on business under the name and style of **M/S. TARAMAA CONSTRUCTION** as a sole proprietor having its office at "Charulata Apartment", Tarulia 2<sup>nd</sup> Lane, under Mahisbathan-2 No. Gram Panchayet, P.O. Krishnapur, P.S. New Town, Kolkata - 700102, to be my true and lawful attorney to do the following acts, deeds, matters and things that is to say :

1. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or

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Proprietor

any part thereof and to obtain Valid discharges in respect thereof.

2. To appear and represent us before all authorities including those under the Kolkata Municipal Corporation for fixation and/or finalization of the annual valuation of the said premises and for that purpose to sign, execute and submit acts, deeds, and things as the said attorney may deem fit and proper.
3. To pay fees, obtain modification and such other order and permissions from the necessary authorities as to be expedient for sanction /modification and/ or alteration of the building plans and to submit and take delivery the same and title deeds concerning the said premises and also to sign and execute all papers and documents as may be required by the necessary authorities i.e. from K.M.C., KIT and Fire Brigade authorities.
4. To represent us and to apply and obtain such certificates and other permissions under laws relating to the Urban land (Ceiling & Regulations) Act, 1976, K.M.D.A. or other law relating to the matter of land and/or building, if so, necessary.

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And to sign the prescribed form of U.L. (C & L) Act, on our behalf and to appear before the competent authority appointed for the purpose and to do other necessary things in the matter.

5. To prepare plan or revised plan/fresh plan on the said land or any portion thereof and to submit the same with the Kolkata Municipal Corporation, to have the same sanctioned, approved, modified and/or altered and in connection therewith to make necessary applications, give undertakings, pay fees, sign such revised/fresh plans on our behalf, if necessary for the purpose of obtaining sanction and such other order or orders and such order or orders and permissions as to be expedient.
6. To apply for and obtain electricity, water, sewerage, drainage, other connection of any other utility to the said premises and for that purpose to sign, execute and submit all papers applications documents and plans and/or revised plan as and when required and as may be deemed fit and proper by the said attorney.

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7. To appoint and retain solicitors, advocates, pleaders and such appointments and retainers from time to time to revoke and other again to appoint as occasion shall arise.
8. To execute, sign and present all kinds of suits, complaints, written statements, affidavits, applications vokalatnama etc. in proper courts of law and offices for our properties in which we are entitled to proceed in all the proceedings filed in our names and on our behalf in regard to the construction work.
9. To take possession of the land in question with existing structure after obtaining sanctioned plan from KMC to start process for development and or construction.
10. To appoint any Architecture Engineer and /or designer for the purpose of preparation of building plan, sketches schemes design, drawing, specification and Map or soil testing as per KMC rules and regulation in respect of land in question for construction of the new building.
11. To negotiate on terms for and sell the developer's allocation of the proposed constructed building to any purchaser/ purchasers at such price which said Attorney in its absolute


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discretion and to enter into Agreement for Sale and to cancel the same.

12. To receive from the intending purchaser or purchasers any earnest money and also balance money.
13. To sign and execute all conveyance or conveyances as may be required for fully and effectually conveying the Developer's Allocation of the proposed constructed building.
14. To present such conveyance or conveyances for registration, to admit execution before the Additional Registrar, Sub-Registrar and Registrar.
15. To appoint workmen, mistry, labour and building contractor for construction of the proposed building.
16. To hand over and deliver the possession of ~~the~~ owners' allocation area of newly constructed building as per Development Agreement.
17. To enter into an agreement with any purchaser or purchasers for selling of Developer's allocation.

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18. To sell, transfer, convey and assign any part of Developer's allocation with proportionate share of land as indicated and mentioned in the development agreement entered into between us and the said attorney and to sign, execute and to present the deeds of sale or any other before the Registering Authority or Registrar or Sub-Registrar by our attorney and to admit the execution thereof in our names or on our behalf which we could present for registration before any Govt. or Semi Govt. office on our behalf.

**AND WE** do hereby ratify and confirm that whatever our said attorney shall do or cause to be done, shall be deemed to have been done by us and we undertake to ratify and confirm all the acts and deeds to be done by him in future, relating to development of our said property.

**AND GENERALLY to do** execute and perform any other act or acts, deed or deeds, matter or matters or things whatsoever which in the opinion of our said attorney ought to be done executed and performed in relation to our said property as stated hereunder or

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any incidental thereto as fully and effectually as we ourselves could do the same if we were personally present.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** a brick built building together with the piece and parcel of rent free land being Plot No. 'E' comprising North-West portion 7 (seven) cottahs 6 (six) chittacks 43 (forty three) square feet Central Portion 6 (six) cottahs 0 (zero) chittacks and South-West portion 7 cottahs 11 chittacks 11 square feet in all total land 21 cottahs 02 chittacks 9 square feet more situated lying at being Premises formerly 12D, Barrackppore Tank Road now renumbered as Premises No. 12D/3, B.T. Road, Kolkata, P.S. - Chitpur, under K.M.C. Ward No. 6 being butted and bounded by:

**ON THE NORTH** : 1/1, Gopal Mukherjee Road.

**ON THE SOUTH** : 10, B.T. Road.

**ON THE WEST** : 2, Gopal Mukherjee Road and Delhi Garage.

**ON THE EAST** : Partly 12/D/2, B.T. Road & Common passage thereafter Plot-D (Tank).

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*Mimral Sun*

Proprietor

*[Handwritten mark]*

**IN WITNESS WHEREOF** I, the party hereto subscribed my hand on  
the 17<sup>th</sup> day of June 2017.

**SIGNED SEALED AND DELIVERED**

**BY THE EXECUTANTS IN PRESENCE**

**OF WITNESS :-**

1. *Subinda Bose*  
*Advocate*  
*S.C. Court, Calcutta*

*Shibashish Roy*  
\_\_\_\_\_  
SIGNATURE OF THE EXECUTANT

2. *Sankar Narayan Jata*  
*Advocate*  
*High Court, Calcutta*

*Mural Goswami*  
\_\_\_\_\_  
I Accept the Power  
SIGNATURE OF THE ATTORNEY

Drafted by :

*Subinda Bose*

Advocate

W.B - 1470/10

*S.C. Court Bar Association*  
*283, N.S. Road, Kolkata - 1*

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*Mural Goswami*  
Proprietor

Power (Shibashish Roy)



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2017, Page from 85124 to 85150  
being No 190303153 for the year 2017.

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*Malay Kanti Das*  
Proprietor



Digitally signed by MALAY KANTI DAS  
Date: 2017.06.28 17:57:10 +05:30  
Reason: Digital Signing of Deed.

(Malay Kanti Das) 28/06/2017 17:57:09  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)