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I-00721/2018 (00721)



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

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admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

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52-43747/18

Additional District Sub-Registrar
Sodepur, North 24-Parganas

09 FEB 2018

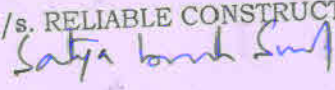
POWER OF ATTORNEY FOR DEVELOPMENT

TO ALL TO WHOM THESE:

I, SRI SHANKAR DEB ROY, Son of Late Sarada Kumar Deb Roy, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AWLPD9471H** do hereby appoint, constitute and nominate

Contd...2


Alokendu Bandyopadhyay
Advocate

M/s. RELIABLE CONSTRUCTION

Partner

(2)

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

SEND GREETINGS:-

WHEREAS the predecessor-in-title i.e. the beloved father of the land owner/executant hereof namely Sri Sarada Kumar Deb Roy (Son of Late Binode Behari Deb Roy) as being the Refugee displaced from East Pakisthan (now Bangladesh) has got and/or obtained 5 Chittaks 33 Sq.ft. of land togetherwith all easements rights appertaining thereto, lying and situated at Mouza-Sodepur, J.L No. 8, comprised and contained in C.S. & R.S. Dag No -290(P), under E.P. No. 60/A, S.P. No. 148/1, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, North 24 Parganas, within the local limits of Panihati Municipality,



Alokendu Bandyopadhyay

Advocate

Contd...3

(3)

bearing Holding No. 110, 4 No. Desh Bandhu Nagar, under Ward No. 13, District - North 24 Parganas, by virtue of free hold gift from the Governor, through the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal through a Registered Gift Deed being no. 708, duly registered on 30.07.1991 at the office of Additional District Registrar of North 24 Parganas, Barasat and also recorded in Book No. I, Volume No. 10, Pages from 129 to 132, being No. 708 for the year 1991.

AND WHEREAS the said Sarada Kumar Deb Roy while has been enjoying the actual physical possession of the said landed property he died intestate on 28.02.1992 leaving behind him his wife Smt. Dipali Deb Roy and one son namely Sri Shankar Deb Roy and one daughter namely Smt. Swapna Das (Deb Roy) (Wife of Sri Robin Das), as his surviving legal heirs and successors and the landed property as left by Sarada Kumar Deb Roy devolved upon the above named legal heirs as 1/3rd undivided share in each part as Class I legal heirs as per the law of Hindu succession Act. 1956.

AND WHEREAS after the demise of Sarada Kumar Deb Roy said Smt. Dipali Deb Roy and Smt. Swapna Das (Deb Roy) gifted their undivided 2/3rd share in favour of the present land owner/executant by executing a Deed of Gift, being no. 150108602, executed on 15.12.2017 and Registered on 18.12.2017 and the same was recorded in Book no. I, Volume No. 1501-2017, noted within the pages from 182009 to 182031, being no. 150108602, for the year 2017.

AND WHEREAS thus the Land Owner/executant hereof became the absolute and lawful sole owner of a plot of "Bastu" land measuring more or less 5 Chittaks 33 Sq.ft of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto.

Contd...4

(4)

AND WHEREAS the owner/executant is now desirous of developing the said land by constructed Multi Storeyed building (G+4) with lift facility in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/ Promoter who will be able to develop the properties in conjunction with the executant.

AND WHEREAS I the executant hereof entered into a Registered Development Agreement being no. 152400720/2018 in Book No. I, which was executed by me on 9th day of February, 2018 at the office of A.D.S.R.O. Sodepur, Dist. North 24 Parganas with the developer "**M/S. RELIABLE CONSTRUCTION**" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114;

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar,


Atokendu Bandyopadhyay
Advocate

Contd...5

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P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for construction of a Multi storeyed Building/Complex (G+4), upon the said property consisting of several Numbers of Self Contained and Independent Flats, Shop Rooms, Godowns, Garages, Car Parking Space etc. on the terms, conditions and considerations mentioned in the said Agreement.

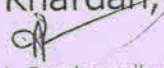
AND WHEREAS at the treaty of the said Agreement I have agreed to give a Power of Attorney in favour of the said Developer or as they may direct in order to enable him to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developer has requested me to grant the said power of Attorney in favour of the Developer namely: **"M/S. RELIABLE CONSTRUCTION"** a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,


Alokendu Bandyopadhyay

Advocate

Contd...6

(6)

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, which I hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that **I, SRI SHANKAR DEB ROY**, Son of Late Sarada Kumar Deb Roy, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, do hereby nominate, constitute and appoint the within named Developer to be my true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To maintain, manage and administer the said Land and every part thereof fully mentioned in the Schedule hereunder written in accordance with the terms and conditions mentioned in the said Development Agreement.
2. To enter into and defend the possession of the Said Land and every part thereof.
3. To sign and submit all papers, applications and documents for having the separation, amalgamation of the Said Land alongwith other lands and mutation, conversion if necessary, and record the same in all public records and with all authorities B.L & L.R.O, including the Municipality, in respect of the Said Land and to deal with such authority and authorities in any manner to have such separation, amalgamation, mutation and conversion effected.
4. To engage and appoint Architects and Consultants, cause preparations of building plans, sign such plan or plans and appear before the Municipality and other authorities and Government Department and/or Officers for sanction of the said plan and all amendments thereof.



Alokendu Bandyopadhyay

Advocate

Contd...7

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5. To sign all the relevant papers and documents including all plans and designs to develop the Said Land and to appear before all necessary authorities, including Municipalities , Fire Brigade and/or any other Competent Authority/ies, B.L. & L.R.O., Courts of any jurisdiction and Police etc.
6. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipalities and or other authorities.
7. To negotiate for sale and/or transfer of the said land with buildings and structures or portions thereof together with the undivided proportionate share in the said land from the Developer's Allocation at such price and on such terms and conditions as my said attorney may deem fit and proper.
8. To execute Agreement for Sale, Deed of Exchange, Deed of Lease, Deed of Conveyance or other necessary papers/ documents relating to transfer of the Said Land with buildings and structures and to receive the earnest/rent/premium/entire consideration amount and to give a proper and valid discharges for the same from the Developers' allocation.
9. To appear before any Registrar or Sub-Registrar of Assurances or any other registering authority having jurisdiction, to present for registration, admit execution, acknowledge and register according to the provisions of the law for the time being in force the Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents related with the transfer of the Said Land with Buildings and structures signed by the said attorney and to endorse the receipt for such Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents and to do all things necessary for completing registration of such Deed or Deeds.
10. To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances and Executive Magistrate, any courts and all other officer or officers and authority or

Contd...8

authorities in connection with enforcement of all powers and authorities as contained herein and also defend all suits, cases, appeals and applications whatsoever in nature.

- 11.** To appoint any solicitor, advocate, pleader or counsel as may be necessary for prosecuting and defending any suit or proceedings in the matters relating to the Said Land.
- 12.** To commence, prosecute, enforce, defend or oppose all actions or other legal proceedings including arbitration proceedings and to demand, touching any of the matters aforesaid and also if think fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
- 13.** To accept notice and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 14.** To receive and pay and/or deposit all moneys, including Court fees and receive, refunds and to receive and grant valid receipts and discharges in respect thereof.
- 15.** To pay all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Said Land as occupier and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
- 16.** To give undertakings, assurance and indemnities, as be required for the purposes aforesaid.
- 17.** To appear and represent me before all semi-government or government authorities, make commitments and execute undertakings, affidavit, declaration and other necessary papers and register the same according to law as may be required for all or any of the purposes herein contained, including the process of usage of the passage already marked in the title of the said land as mentioned in the schedule.
- 18.** To advertise in different news papers and display hoarding in different places, engage agency for selling of the Said



Alokendu Bandyopadhyay

Advocate

Contd...9

(9)

development on the said land and whatever structures facilities as my said Attorney shall think fit and proper.

AND GENERALLY to do all other deeds and things concerning the same and I do hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney shall or may lawfully do, execute or perform or cause to be done, executed or performed in connection with the Said Land by virtue of the power or authority hereunder conferred upon.

I do hereby further declare and confirm that this Power of Attorney is and shall not be revoked or cancelled without the consent in writing of my said Attorney or unless the said Development Agreement is cancelled.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land classified as "BASTU" having rayat possessory right admeasuring more or less **5 Chittaks 33 Sq.ft.** alongwith a 100sq.ft. R.T.Shed standing thereon togetherwith all easements rights appertaining thereto, lying and situated at **Mouza-Sodepur**, J.L. No. 8, of the Collector of North 24 Parganas, comprised and contained in C.S. & **R.S. Dag No. 290(P)**, under E.P. No. 60/A, S.P. No. 148/1, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality bearing holding No. 110, 4 No. Desh Bandhu Nagar, under Ward No. 13, which is the subject property of this General Power of Attorney for Development.

BUTTED AND BOUNDED

On the North : House of Karuna Deb Roy,
On the South : House of Shyama Prasad Deb Roy &
Triguna Prasad Deb Roy,
On the East : House of Subhash Das,
On the West : 20ft. Wide 4 No. Desh Bandhu Nagar Road,

Contd...10

(10)

IN WITNESSES WHEREOF the parties/Executant hereto have hereunto set and subscribed his hands on this 9th day of February, 2018 A.D.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES:

1. Satgajit Das
Adv.
Barackpore court
KOL-120,

2. Arishan Podder
Sriramnagar
KOL-113

Shaker Das

**SIGNATURE OF THE
EXECUTANT/OWNER**

M/s. RELIABLE CONSTRUCTION
Uttam Goswami Satya Bandhu Saha
Shambhunath Das
Partner

SIGNATURE OF THE ATTORNEY

Drafted by:

Alokendu Bandyopadhyay
Adv.

Alokendu Bandyopadhyay
Enl. No. WB-370/2004. Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

Laser Setter:

Prasanna Paul

Alokendu Bandyopadhyay
Advocate