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भारतीय गैर न्यायिक

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Rs. 100

₹. 100



ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

connected with the document is 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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8-1-102473/17

POWER OF ATTORNEY FOR DEVELOPMENT

Sodepur District Sub-Regist North 24-Parganas

29 MAR 2

TO ALL TO WHOM THESE :

We, (1) SMT. SARBANI DEB ROY, Wife of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN BCSPD4355G**.

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Annada Bandhupur Roy

M/s. RELIABLE CONSTRUCTION

Satyam Singh

Partner

(2)

(2) **SRI SHYAMA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation-Law Clerk, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AZIPD2983N**.

(3) **SRI TRIGUNA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation-Profession, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AXGPD7315L**.

(4) **SMT. RATNA GHOSH**, Wife of Sri Debasis Ghosh, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "New Sharchi Garden", Flat no. 1D, Block- A II, 251/1 Nagendra Nath Road, P.O. & P.S. DumDum, Kolkata-700028, **PAN CBMPG6747D**.

(5) **SMT. KRISHNA (MAITRA) DEB ROY**, Wife of Sri Chhotan Maitra, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "Maa Muktikeshi Apartment", Flat no. 3B, 2nd Floor, 276 Nilgunj Road, Kashari Bagan, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, **PAN AXGPD7124H**

SEND GREETINGS:-

WHEREAS the predecessor-in-title i.e. the beloved husband of the present owner/executant no. 1 and the beloved father of the present owners/executant no. 2 to 5 hereof namely Sri Annada Kumar Deb Roy (Son of Late Binode Behari Deb Roy) as being the Refugee displaced from East Pakistan (now Bangladesh) has got and/or obtained 8 Chittaks 31 Sq.ft. of land togetherwith all easements rights appertaining thereto, lying and situated at Mouza-Sodepur, J.L No. 8, comprised and

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contained in C.S. & R.S. Dag No -290(P), under E.P. No. 60, S.P. No. 148, 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, bearing Holding No. 109, 4 No. Desh Bandhu Nagar, under Ward No. 13, District - North 24 Parganas, by virtue of gift from the Governor, through the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal through a Registered Gift Deed duly registered at the office of Additional District Registrar of North 24 Parganas, Barasat and also recorded in Book No. I, Volume No. 10, Pages from 117 to 120, being No. 705 for the year 1991.

AND WHEREAS the said Annada Kumar Deb Roy while has been enjoying the actual physical possession of the said landed property he died intestate on 01.04.2003 leaving behind him his wife Smt. Sarbani Deb Roy and two sons namely Sri Shyama Prasad Deb Roy, & Sri Triguna Prasad Deb Roy and two daughters namely Smt. Ratna Ghosh (Wife of Sri Debasis Ghosh), & Smt. Krishna (Maitra) Deb Roy (Wife of Sri Chhotan Maitra), as his surviving legal heirs and successors and the landed property as left by Annada Kumar Deb Roy devolved upon the above named legal heirs as 1/5th undivided share in each part.

AND WHEREAS after the demise of said Annada Kumar Deb Roy the present owners hereof are the Class-I legal heirs, under the provision of Hindu Succession Act 1956 in respect of the aforesaid landed property.

AND WHEREAS the Land Owner Nos. 1 to 5 hereof jointly acquired the aforesaid plot of "Bastu" land measuring more or less 8 Chittaks 31 Sq.ft of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto.

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AND WHEREAS the owners/executants is now desirous of developing the said land by constructed Multi Storeyed building (G+4) 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 executants.

AND WHEREAS We the executants hereof jointly have entered into a Registered Development Agreement being no. 152401487 in Book No. I, which was executed by us on 29 day of March, 2017 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, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for




(5)
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 we 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 us 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,

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(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 we hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that

We, (1) **SMT. SARBANI DEB ROY**, Wife of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(2) **SRI SHYAMA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation-Law Clerk, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(3) **SRI TRIGUNA PRASAD DEB ROY**, Son of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Service, residing at: "BIMAL BHAWAN", 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110,

(4) **SMT. RATNA GHOSH**, Wife of Sri Debasis Ghosh, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "New Sharchi Garden", Flat no. 1D, Block- A II, 251/1 Nagendra Nath Road, P.O. & P.S. DumDum, Kolkata-700028,

(5) **SMT. KRISHNA (MAITRA) DEB ROY**, Wife of Sri Chhotan Maitra, Daughter of Late Annada Kumar Deb Roy, by Nationality - Indian, by Religion - Hindu, by occupation - Housewife, residing at: "Maa Muktikeshi Apartment", Flat no. 3B, 2nd Floor, 276 Nilgunj Road, Kashari Bagan, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114, do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney

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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, and authorities in any manner to deal with such authority 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.
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 our said attorney may deem fit and proper.

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- 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 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.

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

AND GENERALLY to do all other deeds and things concerning the same and WE do hereby agree and undertake to ratify and confirm all and whatsoever our 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.

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WE 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 our 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 **8 Chittaks 31 Sq.ft.** alongwith a one storied pucca residential structure standing thereon having an area 200 sq.ft. 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, S.P. No. 148, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality bearing holding No. 109, 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 Sarada Kumar Deb Roy
(E.P. No. 60A),
On the South : House of Ranjan Jana (E.P. No. 63),
On the East : House of Ganesh Chandra Das (E.P. No. 61),
On the West : 20 ft. Wide Municipal Road
(4 No. Desh Bandhu Nagar),

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