

Sl. 2455/19

T. 2222/2019



अनिवार्य पश्चात् भारत WIT BENTAL

Y 267396

Snapam Pan
Bekash Barai

L.T.1 Ratan Barai
By the Per of Malaya

L.T.1 Bacheu Barai
By the Per of Malaya

L.T.1 Smt. Sita Biswas
By the Per of Malaya

श्री ८.५५

अ. १५५५

Pankaj Barai

Pinki Kumar neogi (Barai)

Pinki Barai

श्री १५५५

L.T.1 Tapan Barai
By the Per of Malaya

श्री १५५५

**DEVELOPMENT POWER OF ATTORNEY AFTER
REGISTERED DEVELOPMENT AGREEMENT**

2-1-21/19
श्री १५५५

CERTIFIED THAT THE DOCUMENT IS ADMITTED
TO REGISTRATION THE SIGNATURES AND
THE ENDORSEMENT SUBJECTS ATTACHED TO THIS
DOCUMENT ARE THE PART OF THIS DOCUMENT

ADDL DIST SUE-REGISTRAR
SHIRDI

21/10/19

Swapan Barai
 Bikash Barai
 L.T.1 Ratan Barai
 By the Per of Maloy Saha
 L.T.1 Bachchu Barai
 By the Per of Maloy Saha
 L.T.1 Smt Gita Biswas
 By the Per of Maloy Saha
 Smt Suchitra Saha
 Smt Anjali Barai
 Pankaj Barai
 Panki Guha Neogi (Barai)
 Rinki Barai
 L.T.1 Tapan Barai
 By the Per of Maloy Saha

KNOW ALL MEN BY THESE PRESENTS THAT WE, 1)SRI BIKASH BARAI, 2)SRI RATAN BARAI, 3)SRI BACHCHU BARAI, 4)SMT GITA BISWAS, Wife of Sri Asim Biswas, 5)SMT. SUCHITRA SAHA, Wife of Sri Gobinda Saha all are the Son' & Daughter's of Late Ganesh Chandra Barai , 6)SMT ANJALI BARAI, Wife of Late Shankar Barai, Daughter in law of Late Ganesh Chandra Barai, 7) SRI PANKAJ BARAI, Son of Late Shankar Barai, 8)SMT PINKI GUHA NEOGI (BARAI), Wife of Sri Sohom Guha Neogi, Grand Daughter of Late Ganesh Chandra Barai, 9) SMT RINKI BARAI, Wife of Sri Abhijit Mondal, Daughter of Late Shankar Barai, Grand Daughter of Late Ganesh Chandra Barai, 10)SWAPAN BARAI, 11)TAPAN BARAI, 12)RUMPA CHATERJEE (BARAI) all are the Son's & Daughter of Late SUBHASH BARAI and Grand Son's & Daughter of Late Ganesh Chandra Barai, all are Hindu by religion, Indian by Nationality, Business/House Wife/House Hold by occupation, residing at 1 No. Dabgram Colony, Surya Nagar, P.O. Rabindra Sarani, P.S. Siliguri, District Darjeeling, Ward No.23 under S.M.C.hereinafter called the **FIRST PARTY / PRINCIPAL.**

AND WHEREAS the one Ganesh Chandra Barai , Son of Late Rama Nanda Barai, since Deceased at his life time jointly acquired a landed property measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Touzi No.3(ja), Pargana Baikunthapur, Mouza- Siliguri, P.O. Rabindra Sarani, P.S.

Sampson Barai

Bikash Barai

L.T. 1 Ratan Barai
By the Pet of Moloysa

L.T. 1 Bachchu Barai
By the Pet of Moloysa

L.T. 1 Smt yita Biswas
By the Pet of Moloysa

স্বপ্না বসু

অভিজিৎ

Pankaj Barai

Pinki Gunaneogi (Barai)

Rinki Barai
স্বপ্না বসু

L.T. 1 Tapan Barai
By the Pet of Moloysa
স্বপ্না বসু

Siliguri, District- Darjeeling, by virtue of Deed of Gift / Registered Patta being No. 368, dated 14/01/1988 from the Governor of West Bengal, through his appropriate Authority recorded in Book No. 01, Volumn No. 3, Pages 116 to 119, accordingly and since enjoyed the said property GANESH CHANDRA BARAI who died on 04/07/2008 and his wife CHARU BALA BARAI who died on 09/12/1988 and one of the son of deceased Ganesh Chandra Barai namely SHANKAR BARAI, also died on 04/10/1995 living behind him 1)SRI BIKASH BARAI, 2)SRI RATAN BARAI, 3)SRI BACHCHU BARAI, 4)SMT GITA BISWAS, wife of Sri Asim Biswas, 5)SMT. SUCHITRA SAHA, wife of Sri Gobinda Saha all are the Son's & Daughter's of Late Ganesh Chandra Barai, 6)SMT ANJALI BARAI, wife of Late Shankar Barai, Daughter in law of Late Ganesh Chandra Barai, 7) SRI PANKAJ BARAI, Son of Late Shankar Barai, 8)SMT PINKI GUHA NEOGI (BARAI), Wife of Sri Sohom Guha Neogi, Grand Daughter of Late Ganesh Chandra Barai, 9) SMT RINKI BARAI, wife of Sri Abhijit Mondal, Daughter of Late Shankar Barai, Grand Daughter of Late Ganesh Chandra Barai, 10)SWAPAN BARAI, 11)TAPAN BARAI, 12)RUMPA CHATERJEE (BARAI) all are the Son's & Daughter of Late SUBHASH BARAI (who died on 14-12-2018) as his and also his deceased son's SHANKAR BARAI all are above named as his only legal heirs and successors those who are inherited the same according to Hindu Succession Act 1956 and according to Law of inheritance.

WHEREAS the aforesaid LAND OWNER/ FIRST PARTY are the absolute recorded owners in possession of a piece of land measuring 5 Kathas, recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Touzi No.3(ja), Pargana

Suryam Barai
Bikash Barai

L.T.1 Ratan Barai
By the P.O. of Madoy, Sg

L.T.1 Bachchu Barai

L.T.1 Smt. Yita Binway
By the P.O. of Madoy, Sg

Smt. Yita Binway
Rinku Barai
Rinku Barai
By the P.O. of Madoy, Sg

L.T.1 Japan Barai
By the P.O. of Madoy, Sg

Rinku Barai

Balkunthapur, Mouza- Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling, morefully and particularly described in the Schedule below having permanent, heritable and transferable right, title and interest therein and the land is free from all encumbrances and charges whatsoever.

AND WHEREAS the **FIRST PARTY** desirous of constructing a P+5 residential building on our said land, fully described in the Schedule below.

AND WHEREAS the **FIRST PARTY** not in a position to look after the day to day construction works due to lack of supervising capacity, scarcity of necessary fund, finance, resources, experience, energy and some other unavoidable circumstances and as such on the 27th day of September, 2019, we have entered into a Development Agreement vide Document No.I- 2217/19, registered at A.D.S.R., Siliguri, with M/s. S.S. BUILDERS, a Proprietorship firm, having its office at Raja Ram Mohan Roy Road, East Vivekananda Pally, Ward No. 38 under Siliguri Municipal Corporation, Post Office: Rabindra Sarani, Police Station: Bhaktinagar, District Jalpaiguri, represented by its Proprietor SRI SWAPAN PAUL (PAN NO. AFRPP1244M), son of Sri Shiben Chandra Paul, Hindu by religion, Business by occupation, residing at Raja Ram Mohan Roy Road, East Vivekananda Pally, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, India, to develop and / or construct a multi storied residential building (proposed to be a P+5 storied building) on our said land, fully describe in the Schedule below.

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Sarpanch Rani
Bikash Barai

C.T. 1 Kanta Barai
By the Reg of Mohy. Sgla

C.T. 1 Bagesh Barai
By the Reg of Mohy. Sgla

C.T. 1 Smt. Yita Biswas
By the Reg of Mohy. Sgla

ସୁବିଜ୍ଞାତ

Barai Barai

Pinki Gunaraj (Barai)

Pinki Barai

ସୁବିଜ୍ଞାତ

C.T. 1 Tapan Barai
By the Reg of Mohy. Sgla

ସୁବିଜ୍ଞାତ

AND WHEREAS in pursuance of the above, for smooth conduct of the constructional work, we do hereby appoint, nominate, constitute and engage **M/s. S.S. BUILDERS**, a Proprietorship firm, having its office at Raja Ram Mohan Roy Road, East Vivekananda Pally, Ward No. 38, under Siliguri Municipal Corporation, Post Office: Rabindra Sarani, Police Station: Bhaktinagar, District Jalpaiguri, represented by its Proprietor **SRI SWAPAN PAUL (PAN NO. AFRP1244M)**, son of Sri Shiben Chandra Paul, Hindu by religion, Business by occupation, residing at Raja Ram Mohan Roy Road, East Vivekananda Pally, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, India, as my true and lawful attorney to do the following acts, deeds and things severally or jointly for us, in our name and on our behalf that is to say:-

1. To prepare and submit a P+5 storied building (proposed to be a P+5 storied building) plans and / or revised plan and to get / obtain the same sanctioned / approved from appropriate / concerned authority / authorities and for that, purpose to sign on the necessary document, papers as may be required from time to time.
2. To construct and / or to promote / develop a P+5storied building (proposed to be a P+5storied Building) on the below scheduled land as per approved / sanctioned building plan duly issued by Siliguri Municipal Corporation and other appropriate authority / authorities in own cost.
3. To execute, manage and administer the entire construction works as per his sole discretion and to appoint and engage labourers, masons, staffs or any other person / persons and to discharge them from their respective services and / or works.
4. To negotiate and fix price with the proposed / intending purchaser/s for selling the Flats/ Garages / Car Parking spaces etc. with respect

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Sarpam lant
Bikash Barai

L.T.1 Sarpam Barai
By the Pet of Malay
Sik

L.T.1 Bachche Barai

L.T.1 3mt with Biswas
By the Pet of Malay

Sik

Sik

Pankaj Barai

Pinki Kumarani (Barai)

Rinki Barai

L.T.1 Tapan Barai
By the Pet of Malay
Sik

to Developer's allocation in the said proposed P+5storied building and to receive and realize sale proceeds / consideration money from the proposed purchasers out of the developers allocation.

5. To execute and sign on the Agreement / Baina Nama with the proposed / intending Purchaser/s with respect to developer's allocation in the proposed P+5storied building and to receive advance money / monies from them during the continuation of the construction works and after completion of the construction works to put them into physically possession in each and every Flat/ Flats/ Garages/ Car Parking spaces so constructed on receiving the balance of the consideration money from them and to issue proper and valid receipts therefore.

6. To represent us before the competent person or concern / authorities as may be required for the purpose of documentation, licenses & approvals of proposed building undertaken by the said attorney.

7. Generally to do all acts, deeds and things whatsoever in proper conduct and management of the hereinabove referred to construction works whatsoever till its completion and delivery of physical possession of the same to the proposed purchaser/s with respect to the developer's allocation in the proposed building.

8. To look after, manage, possess, defined, payment of ground rents (Khajna) and taxes, appear in all Courts of law both Civil and Criminal, Government Offices, sign or receive all application, written statements, objection, plaints, appoint Advocate/s, sign and execute Vakalatnama, Complainants, Petitions, swear affidavits, sign on verification, institute or defend any Civil suits, Revenue and Revisional Cases, give evidences in Court or any other persons competent in law, apply for all compensation money from the competent authorities and appear before the Municipal Corporation Authority with respect to the said construction works till the completion of the proposed building for me, in my name and on my behalf and to do all acts which will be required for that purpose.

Bm

Singam Lane

Bikash Barai

L.T. 1 Katan Barai
BY 12/12/2014
Sale

L.T. 1 Bachchu Barai
BY 12/12/2014
Male/Sale

L.T. 1 Bmt Yita Biswas

স্বত্বাধীনে

বিক্রয়

Pantaj Barai

Pinkishana neopi (Barai)

Pinkish Barai

স্বত্বাধীনে

L.T. 1 Tapan Barai
BY 12/12/2014
Male/Sale

স্বত্বাধীনে

9.

To execute any Deed or Document including Deed of Sale and Deed of Transfer, Deed of Agreement for Sale in respect of the said developers allocation and to present such Deeds or Documents for registration, to admit execution therefore and to get the same registered in accordance with the provision of the Indian Registration Act to endorse the registration receipts and to make over possession of the said immovable properties in favour of any person / persons or party or purchaser / purchasers after receiving the consideration money himself and also to do all other acts, deeds, matters, or things in consequences in connection with the transfer of the said developers allocation except our part mentioned in registered Agreement or any part thereof or in connection with execution or registration of any Deed or Document therefore for me and on my behalf.

10.

That at the time of sale of Flat to the Purchaser/ Purchasers from the Part of the Developer/ Attorney all Bank related or Finance related works are done by the Developer / attorney himself.

AND GENERALLY to act as our true and lawful ATTORNEY specifically mentioned hereinabove concerning the above mater and WE do hereby further agree to ratify and confirm all and whatsoever that our said attorney shall lawfully do or cause to be done by virtue of this Development Power of Attorney and the acts, deed and things which will be done by us said attorney shall be constructed as acts, deed and things done by us.

Barai

Suryam Ban L
Bikash Barai

L.T. 1 Ratan Barai
By the Per of
Moloy Sg

L.T. 1 Bachchu Barai
By the Per of
Moloy Sg

L.T. 1 Sant with Biswan

গুণ্ডা সত্য
মুন্ডা সত্য

Pankaj Barai
Pinki Punamlo Ji (Barai)
Pinki Barai
মুন্ডা সত্য

L.T. 1 Tapan Barai
Moloy Sg

মুন্ডা সত্য

SCHEDULE - "A"
(Description of the land)

ALL THAT PIECE AND PERCEL OF landed property measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Ward No.23 under S.M.C., Touzi No.3(ja), Pargana Baikunthapur, Mouza-Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District-Darjeeling,. The said landed property butted and bounded as follows :-

North == 39 Ft Wide SMC Road;
South == Land & House of Babua Barui;
East == Land & House of Sikha Guha;
West == Land & House of Lalit Chakraborty and 4Ft Wide Common Passage;

am

IN WITNESS WHEREOF THE PARTIES PUT THEIR
RESPECTIVE HANDS AND SEALS TO THIS AGREEMENT ON
THE 27th DAY, SEPTEMBER AND 2019.

1)  Pratiksha Barai

2)  L.T.1 Ratan Barai

3)  L.T.1 Bachehu Barai

4)  L.T.1 Jagjit Barai

5)  Satish Barai

6)  Manoj Barai

7)  Ranjat Barai

8)  Pinki Ramesh Barai

9)  Pinki Barai

10)  Pratik Barai

11)  L.T.1 Tapan Barai

1. Mohy Saha
Son of Late Kama Krishna Saha
Resident of E.V. Pally,
Siguri, P.O. Rabintra Sarani,
P.S. Brahminagar, Dist.
Dahagram, 734006

2. S. Chakraborty
Harecote / Siguri

12)

Debojit Chakraborty

1.

Sripom Paul

SIGNATURE OF THE FIRST PARTY/PRINCIPAL

Sripom Paul

SIGNATURE OF THE SECOND PARTY/DEVELOPER or ATTORNEY

Drafted as per instruction of both the parties and readover the contents by me and after understood the indenture they signed this document

Debojit Chakraborty

(DEBOJIT CHAKRABORTY)

Advocate, Siliguri

Enrolment No. WB(F/1327/763/2016

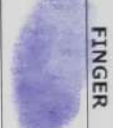
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Bikash Baidya

Bikash Baidya

Signature

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Lt. T. 1 Baidya

Signature

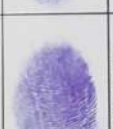
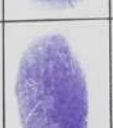
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Lt. T. 1 Baidya

Signature

Lt. T. 1 Baidya

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Lt. T. 1 Baidya

Signature

Lt. T. 1 Baidya

FINGER PRINT SHEET



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Signature



RIGHT HAND	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
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ଅକ୍ଷୟିନୀ ଦାସ

ଅକ୍ଷୟିନୀ ଦାସ
Signature



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ବୀରକାନ୍ତ ବାରିକ

ବୀରକାନ୍ତ ବାରିକ
Signature



RIGHT HAND	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
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ପିଙ୍କି ଯାଦବୀ (ବୀରକାନ୍ତ)

ପିଙ୍କି ଯାଦବୀ (ବୀରକାନ୍ତ)
Signature

FINGER PRINT SHEET



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Pinki Barai

Pinki Barai
Signature



RIGHT HAND	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
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L.T.1 Tapan Barai

L.T.1 Tapan Barai
Signature



RIGHT HAND	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
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Pinki Barai

Pinki Barai
Signature



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L.T.1 Tapan Barai

L.T.1 Tapan Barai
Signature

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Sarpam Paul

Sarpam Paul

Signature