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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Documents may be registered with the Registrar. The signature sheet and endorsement sheets attached with this document are the part of this document.

14.08.2020
 Addl. District Sub Registra
 Barrackpore 24 Pqs IN
 14 AUG 2020

02957922/2020

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT is made on this 14 day of August 2020 (Two Thousand Twenty);

25
बनिसंकांक
...

03.08.2020 100/

M/s. S.S. Enterprise
Barasat Road; Titagarh; (N) 24 Pgs.

शक्रर कुमार सरकार
स्टांप डेन्डर
बनिसंकांक एन्ड डि.एस.आर. ऑफिस
एडिशन २४ पृष्ठगना



Addl Dist Sub-Registrar
Barrackpore North 24 Pgs

14 AUG 2020

KNOW ALL MEN BY THESE PRESENTS shall come We 1. SMT. AVA KOLEY wife of Late Dilip Kumar Koley (PAN No. DZWPK7111J), by Nationality – Indian, by Faith Hindu, by Occupation – Housewife, 2. SRI DEBASISH KOLEY son of Late Dilip Kumar Koley (PAN No. FFTPK0890D), by Nationality – Indian, by Faith Hindu, by Occupation – Business, both are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) hereinafter called and referred to as the LAND OWNERS.

AND WHEREAS said Sri Dilip Kumar Koley purchased a plot of land measuring an area about 10 Satak more or less which is lying and situated at **Mouza-Chanak**. J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 (Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 (Land measuring about 01 Satak) within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed, on 12.02.1977 which was duly registered before A.D.S.R. Barasat and duly copied in Book No. I, Volume No. 14, Pages from 5 to 9, Being No. 0409 for the year 1977 from Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

AND WHEREAS said Sri Dilip Kumar Koley by way said purchased he became the absolute owner of the undivided half share of the plot of land measuring about 10 Satak more or less and he mutated his name before Barrackpore Municipality being Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 and also before B.L & L.R.O.

AND WHEREAS while seizing and possessing the same said Sri Dilip Kumar Koley died intestate leaving behind his wife namely Smt. Ava Koley and one son namely Sri Debasish Koley as his legal heirs and successors and they jointly inherited the aforesaid property left by said Sri Dilip Kumar Koley.

AND WHEREAS by way of Inheritance said **Smt. Ava Koley** and **Sri Debasish Koley** became the joint owners of a plot of land measuring an area about 10 Satak more or less which is lying and situated at **Mouza-Chanak**, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 (Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 (Land measuring about 01 Satak) within the local limits of Barrackpore Municipality under **P. S. Titagarh** in the District North 24-Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Barrackpore Municipality and the said property was known reputed and numbered as Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 which is morefully described in the SCHEDULE- A hereunder written.

AND WHEREAS the Owners/First Party herein became joint owners of the aforesaid property by way of inheritance in the aforesaid manner and while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the Owners/First Party herein **have decided** to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Barrackpore Municipality or as may be changed from time to time.

AND WHEREAS due to paucity of funds and lack of working knowledge the FIRST PARTY herein approached the Developer to develop the said property for commercial cum residential exploitation.

AND WHEREAS the Developer consider the aforesaid offer of the FIRST PARTY herein as viable.

AND WHEREAS We being satisfied and convinced with the capabilities and infrastructure of M/S. S. S. ENTERPRISE having PAN – ADQFS7372A a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh. District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, 1. SRI SALIL BISWAS (PAN No. AMRPB0576D) son of Late Mahananda Biswas, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and 2. SRI SUBARAN MONDAL (PAN No. BFYPM7105L) son of Sri Datakarna Mondal, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Newpukuri (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN

742133, West Bengal hereinafter called and referred to as the "**DEVELOPER**", who are undertaking to make addition and alteration of land and for making construction to developed the same situated in the limit of Barrackpore Municipality being Holding No. - 58/25, H.K. Sarkar Road under Ward No.- 12 under P.S. - Titagarh, Kolkata-700123, which is morefully described in A Schudule, for which we have jointly decided to appoint the partners of the said developers firm **M/S. S. S. ENTERPRISE** and we appoint its partners namely **1. Sri Salil Biswas** son of Late Mahananda Biswas & **2. Sri Subaran Mondal** son of Sri Datakarna Mondal, as my/our true and lawful Attorney to represent us / me at all relevant offices, to sign and to execute for to perform all acts and deeds on my / our behalf and represents us everywhere as well as before all the prescribed authority.

AND WHEREAS for brevity and precision of this Development power of Attorney following clarifications constituting thereby part of the said joint development agreement which has been made in between me / us and the above named developers **M/S. S. S. ENTERPRISE** by way of Registered Development Agreement dated 14.08.2020 which was duly registered in the office of A.D.S.R at Barrackpore and the same has recorded in Book No. I. Deed No. 150502445 for the year 2020.

KNOW ALL MEN BY THESE PRESENTS shall come We **1. SMT. AVA KOLEY** wife of Late Dilip Kumar Koley, **2. SRI DEBASISH KOLEY** son of Late Dilip Kumar Koley for developing the below Schedule mentioned plot of our

Ava Koley, Debasish Koley.

Property and to be in our name and on our behalf to do all any of the acts, deeds and things mentioned hereinafter:-

1. To manage the affairs and supervise the construction of a building on our said property in accordance with the plan sanctioned by the Barrackpore Municipality.
2. To renewed or modify the said building plan sanctioned by the Barrackpore Municipality in my/our name and/or on our behalf.
3. To work and supervise the construction of the proposed building or buildings or buildings therein as per plan and for that matter bring, purchase, procure, procure all sorts of building materials. Electrical and sanitary fittings and fixtures and to engage plan markers, designer, architects, engineers artisans, masons, electrician, labors and workmen and to do and such at necessary for the construction.
4. To sign and give notice or notices to any tenant or tenants and other occupiers of the lands and buildings belonging to our estate. Quit and vacate or to repair any damage or to abate any nuisance or to remedy a breach of covenant or contract or for any other purpose or purposes whatsoever and to avail of and enforce all remedies open to me in respect thereof and to enter in to any such property or properties with a view to inspecting the same or exercising any right vested in me.
5. To, appear appoint, engage on our behalf pleaders, Advocate / Advocates or solicitors whenever our said attorney shall think fit and proper to do so and to discharge and / or terminate his or their appointment and to compromise, compound, or withdraw cases or be non-suited to refer to arbitration all disputes and differences cases or be non-suited to refer to arbitration all disputes and differences.

6. To sign, verify and file applications for execution of orders of any court of law in connection of my/our property and represent and file any execution petition's for obtaining decrees against any persons if required in respect of my/our below described **Schedule "A" property** and for recovery possession of my/our property from the said judgment debtors and occupiers.

7. To withdraw and receive documents or money from any court office or opposite party either in execution of decree or otherwise and to do all acts that may be necessary in connection with any of such cases.

8. To appear for and prosecute and defend and actions and proceedings to sign all kind affidavit of declaration on my/our behalf and to sign and verify all plaints written statements and other pleadings, applications, petitions or documents to the court to deposit, withdraw and receive documents and any money or moneys from the court or from the opposite party either in execution of the decree or otherwise and on receipt of payment thereof to sign and deliver for my/our proper receipts and discharges for the same on my/our behalf.

9. To make, sign and verify all application or objections to appropriate authorities for all and to grant any license, permission or consent, etc. required by law in connection with the management of our property or properties.

10. To appear on my/ our behalf and to singe all papers on my/ our behalf / documents and to apply on my/ our behalf for obtaining sanction, permission, clearance and service connection before the appropriate authorities of Barrackpore

Municipality, W.B.S.E.D.C.L, CESC, CMDA, PWD, local and statutory authority and all Govt. Offices and to sign on my/our behalf all necessary forms applications petitions and documents and apply for obtaining permit, License, permanent and/or temporary supply service as may be required for making the building construction habitable.

11. To institute commence, prosecute, convey on or defend or resist all suits and other actions and proceedings to be added as a party or being non-suited or withdraw the same concerning my/our said property or concerning any things in which we may be a party in an court in Civil, Criminal, review or revisional Jurisdiction including special Jurisdiction of the High Court under Article 266 of the constitution of India, before the Supreme Court, before Rent Controller, Income Tax, Sales Tax authorities and all tribunal all Government Offices, Barrackpore Municipality, C.M.D.A, C.E.S.C/W.B.S.E.D.C.L, Police Station and Fire Brigade, B.L. & L.R.O. BKP-II, D.M & A.D.M.L.R office and S.D. L.R.O. - BKP to sign and verify and affirm affidavit of declaration on our behalf in all points, submits all reply in written statement, accounts, petitions, to accept service of all summons, notices and other judicial processes, to execute and judgment, decree or order and to appoint and engage any solicitor. Advocates and to sign and execute any Vokatnama of other authority to act and plead on my/our behalf.

12. To empower to receive from intending purchaser or purchasers any earnest money and/or advance or advances as also the balance of purchase money on

completion of such sale or sales and to give valid receipt (**Except Owner's Allocation**).

13. To empower to sign, execute all Sorts of Declaration undertaking Indemnity and other bonds and also affirmed any Affidavit declarations on my/ our behalf for obtaining the sanction of the building plan and/or further renewal and/ or modification of the sanctioned building plan and for getting electricity and water services line from the appropriate prescribed authorities on my/ our behalf.

14. To commence, present endorse defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters relating to the said proposed building on my said premises or any part thereof and to appear and for represent me/us on my/our behalf in all Courts of Government Authorities as the as the case may be signing Vokalatnama, appointing any Advocates/ legal practitioners and paying their fees and to signing the Plaints, Petition for and on my/ our behalf thereby protecting my our property as well as the said to be proposed building construction and/or any part thereof for myself our self and on my/our behalf.

15. To present any such documents, deed of conveyance or conveyances (**Except Owner's Allocation**), for registration to admit execution and on receipt of consideration singe & execute & presented for registration before the Additional District Sub - Registrar office at Barrackpore or District - Registrar office at Barasat & Registrar of Assurances Kolkata, having authority for and to have the said deed of conveyance registered and to do all acts, deeds and things which my said attorneys shall be consider necessary

for conveying the said property to the said purchaser as fully and effectually in all respect as I/we could do the same myself/our self.

16. To enter upon the said property either alone or along with other for the purpose of inspection for and for supervision and to manage all the work constructional of my/our said below described property and for that purpose he/they can make the construction of boundary wall over my/our below describe schedule property for the interest security measure.

17. To negotiate any terms for and to agree to and enter into and conclude any kind of agreement for sale in respective of developers allocated shares or portions only which has specifically stated in the Third Schedule of the said registered Development Agreement dated 14.08.20 *Being NO - 150502445.*

18. To receive any advance money by cash or by cheque, from the intending purchasers against the sale of developers allocated portion and / or shares and to give proper and discharge valid receipt for the same and used the said money for the construction of a Multi-storied building over our below described Schedule Property as in terms and condition of the said registered, Development Agreement dated .20 and for all developments works of constructional costs & other expenses.

19. To sign and execute all other deeds, instruments and assurances **except the Owner's allocated portion**, which my/our attorneys will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for me/us, if we are / I personally present.

Debagish Koley
Arun Koley,

20. To appear and represent me/us before all the aforesaid concerned authorities' office and parties as may be necessary in connection of our below described schedule property for development by making multistoried construction on my/our behalf.

21. To execute and sign all such papers & documents, sale agreements and to signee any deed of conveyance / conveyances only for the developers allocated portion / shares, which will be required and / or may be deemed proper for or in relation to all or any of the matter or purpose of development my / our aforesaid and below described schedule property hereunder written.

22. To do all other lawful acts and things in connection with the case as effectually as I / we could do the same as if, I/we are personally present. And to do all act and things whatever my/our said attorney shall lawfully do, I/we do hereby agree to ratify and confirm.

23. To do Generally all such acts, deeds and things according to Law on my/ our behalf concerning relating to or in any manner connected with the said premises by virtue whereof we / I / myself could have done if personally present and we/I do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorneys do or cause to be done in and about the said property as aforesaid by virtue thereof. In no event the said attorney shall them any liability on account of or in the name of land lord.

24. That these present power of Attorney will remain in force / effect till the date of complete the sales proceeds only for the developers allocated shares of all the flats, commercial space and garages at the newly constructed multi storied building over my

/ our below described FIRST SCHEDULE "A" property as in terms of the said Registered Development Agreement dated 14.08.2020 which was duly registered in the office of A.D.S.R at Barrackpore and the same has recorded in Book No. I. Deed No. 150502445 for the year 2020.

25. And I / we do hereby ratify and agree to ratify all such acts, deeds or thing as my/our said Attorney to do act on my / our behalf and/or our/my Attorney may lawfully do and/ or done and act by virtue of these presents.

SCHEDULE- A

(Description of Property)

ALL THAT piece and parcel of land measuring an area about 10 Satak more or less along with 300 sq. ft. R.T. Shed thereon, which is lying and situated at **Mouza-Chanak**, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 (Land measuring about 09 Satak) & C.S Dag No. 727 Corresponding to R.S Dag No. 7281 under R.S. Khatian No. 888 (Land measuring about 01 Satak) within the local limits of Barrackpore Municipality being Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 under P. S. Titagarh in the District North 24-Parganas and the said property is butted and bounded by:

ON THE NORTH : Land of Mr. Koley.

ON THE SOUTH : Vacant Land.

ON THE EAST : Pond.

ON THE WEST : Others Land.

Debasish Koley
Ave Koley,

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the 14.08.2020 (Two thousand Twenty)

SIGNED, SEALED AND DELIVERED

in presence of:

WITNESSES:

1. *Omar Faruque Chowdhury*

S. S. ENTERPRISE

Saimi Banerjee
Partner

S. S. ENTERPRISE
Suborna Mondol

Partner

2. *Bhugit Koley*

Khyapa, Barrackpore

SIGNATURE OF THE ATTORNEY

Ava Koley

Debasish Koley

SIGNATURE OF THE EXECUTANT

Drafted by me :

Anshul Kumar Mukherjee
having licence no, J
under A. D. S. R. Office.
Barrackpore,

Typed by me :

Kamal Biswas
Barrackpore.

DISTRICT NORTH 24 PARGANAS

** OFFICE OF THE A.D.S.R.O. (B.K.P.) / NATHATI / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT

NAME: SALIL BISWAS

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				





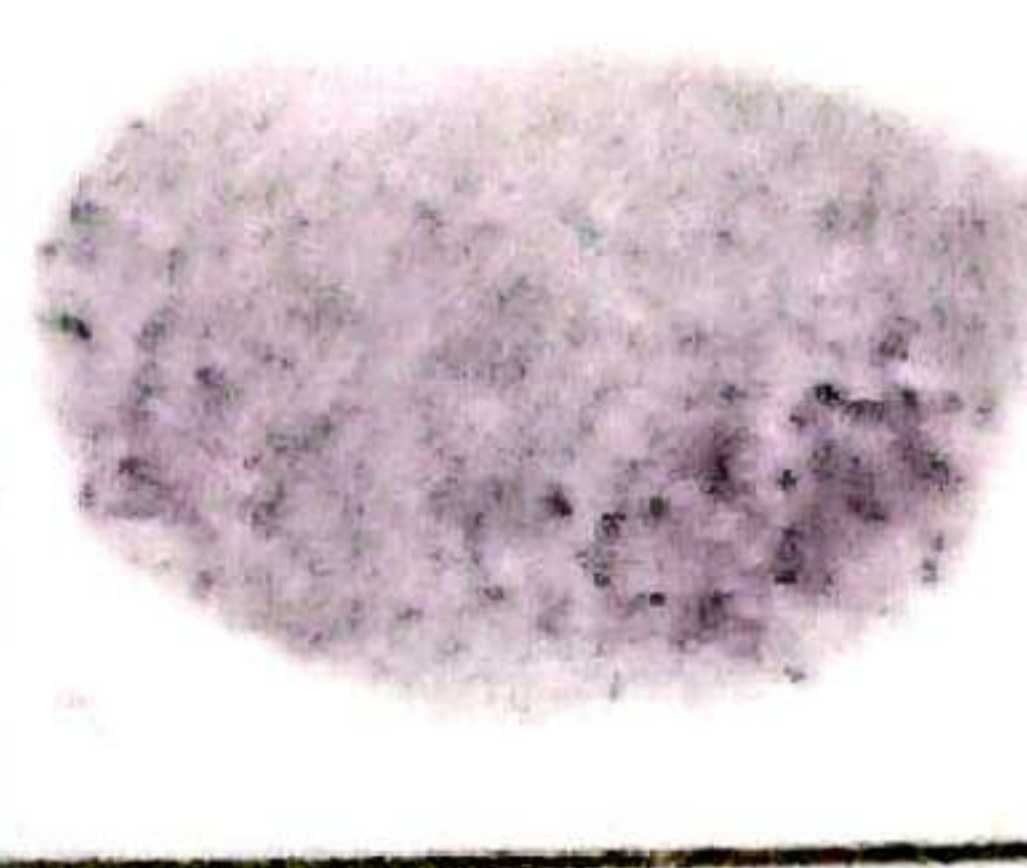
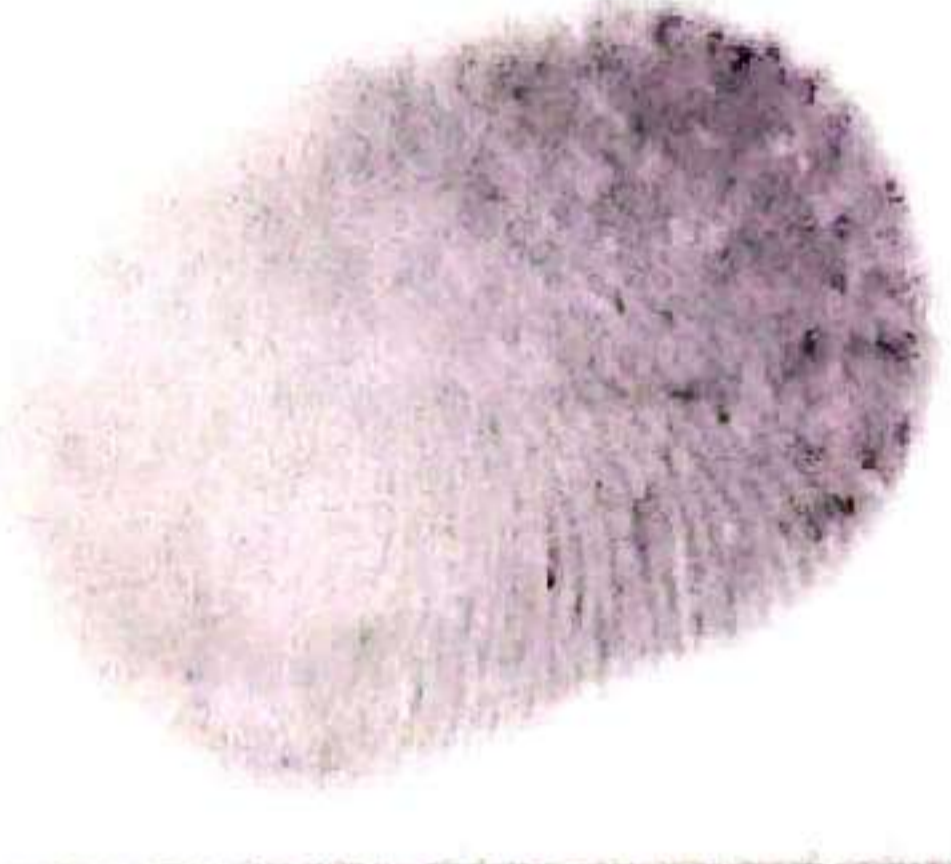






RIGHT HAND FINGER PRINT

SIGNATURE: Salil Biswas

LEFT HAND FINGER PRINT

NAME: SUBARAN MONDAL

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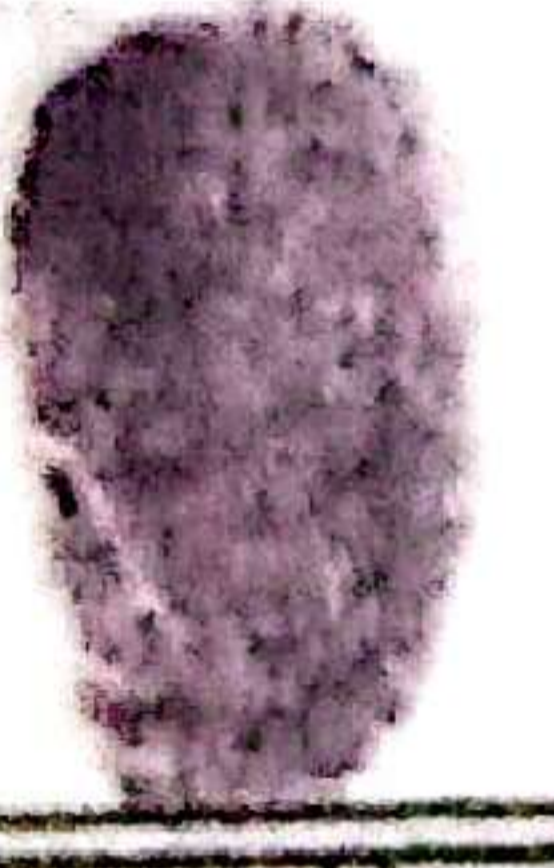



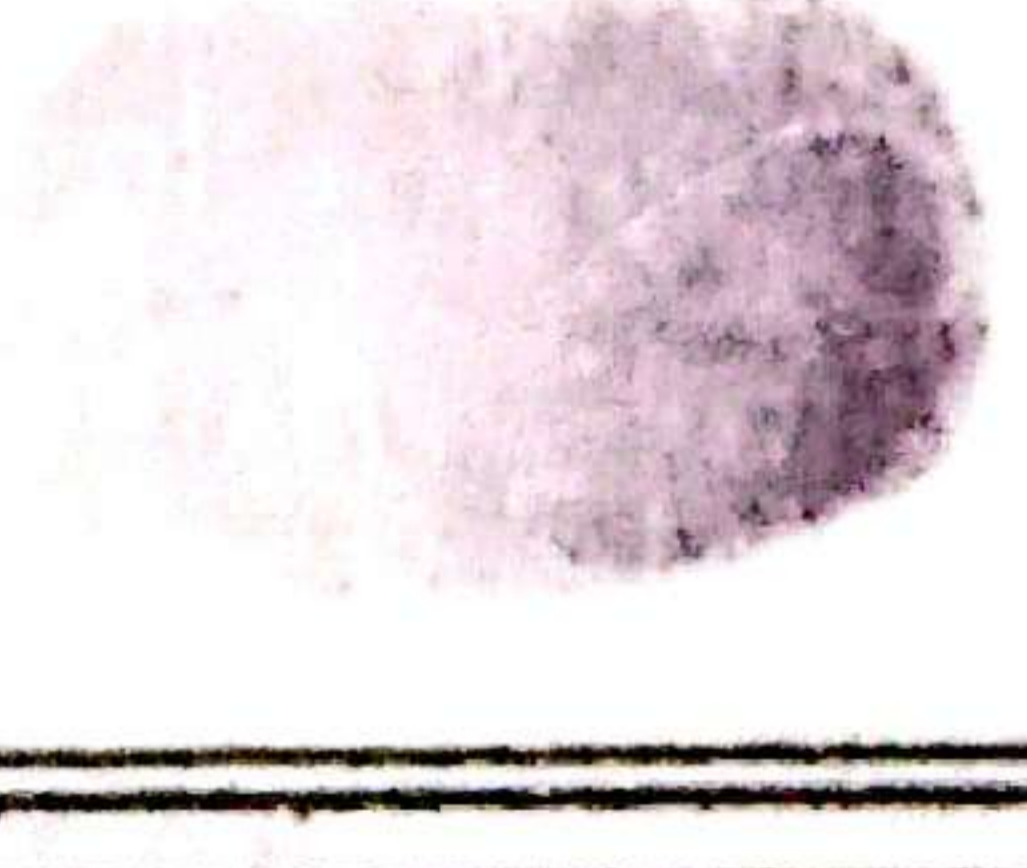
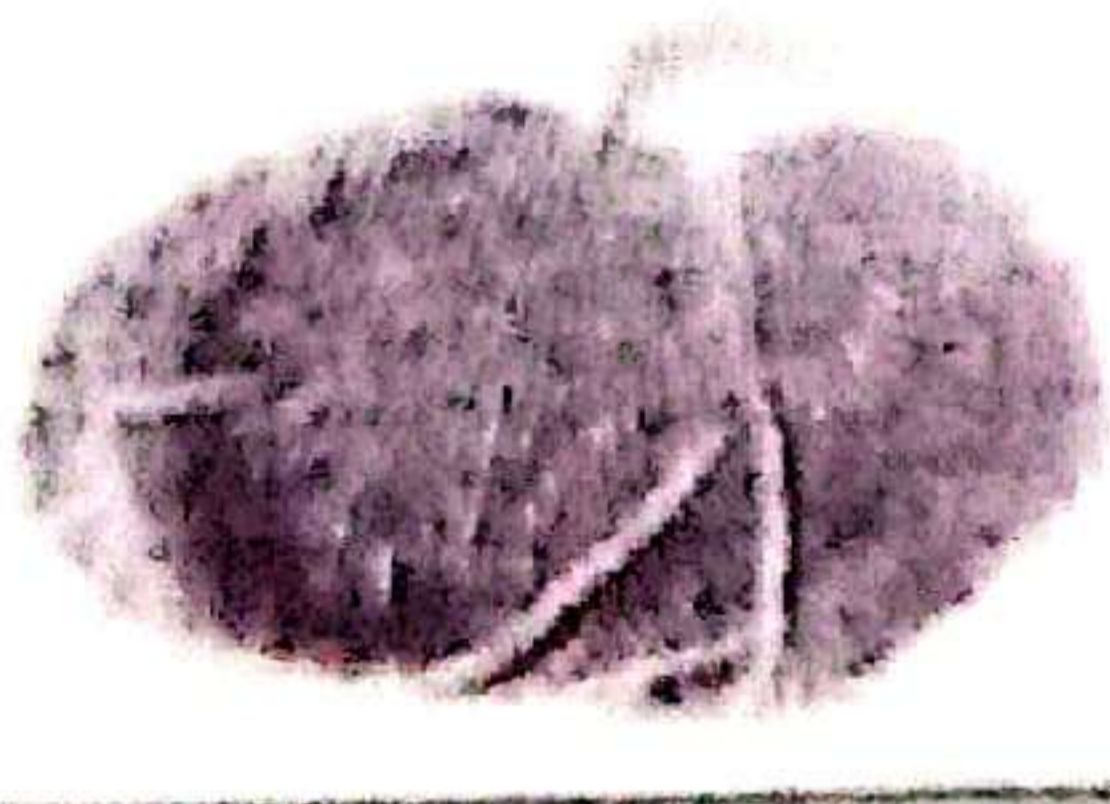






RIGHT HAND FINGER PRINT

SIGNATURE: Subaran Mondal

LEFT HAND FINGER PRINT

NAME: AVA KOLEY

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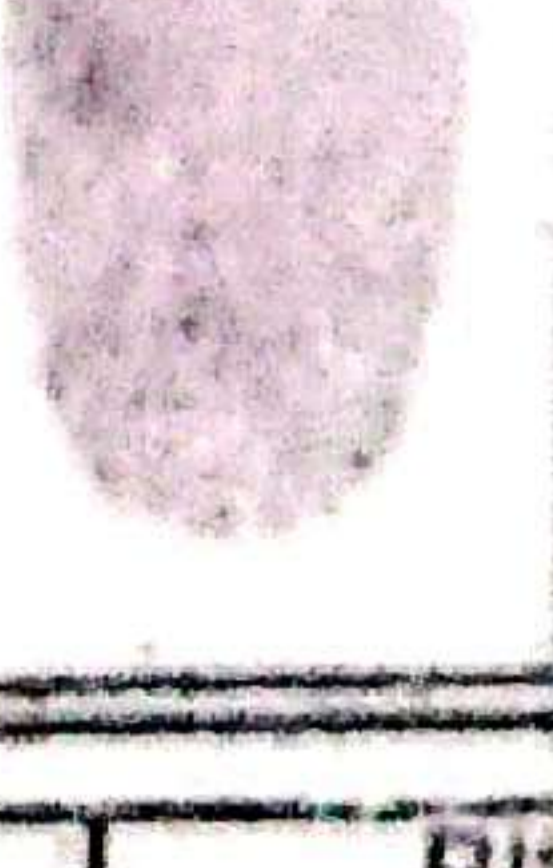








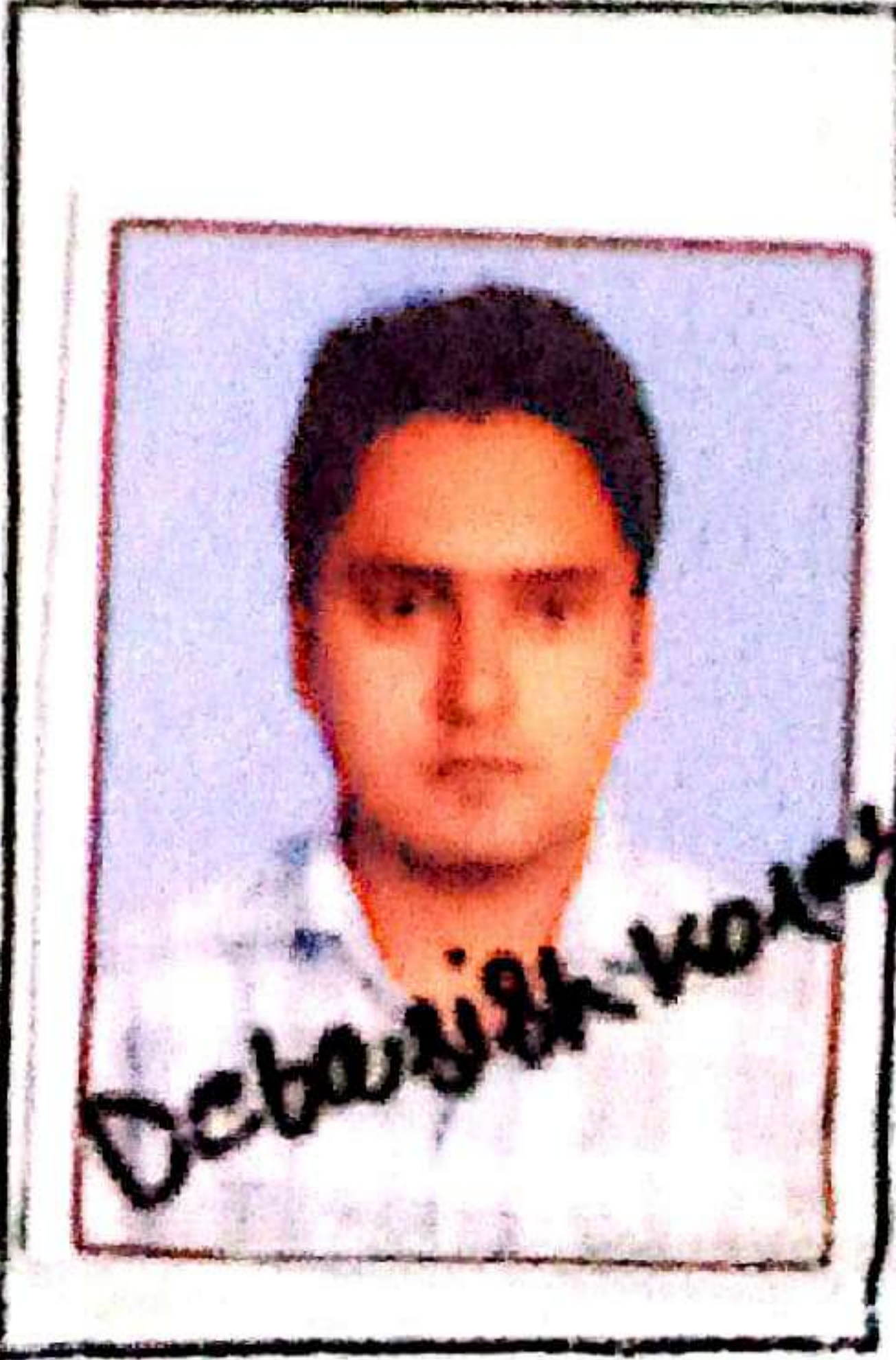
RIGHT HAND FINGER PRINT

SIGNATURE: Ava Koley

LEFT HAND FINGER PRINT

NAME: DEBASISH KOLAY

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THUMB	FORE	MIDDLE	RING	LITTLE
				



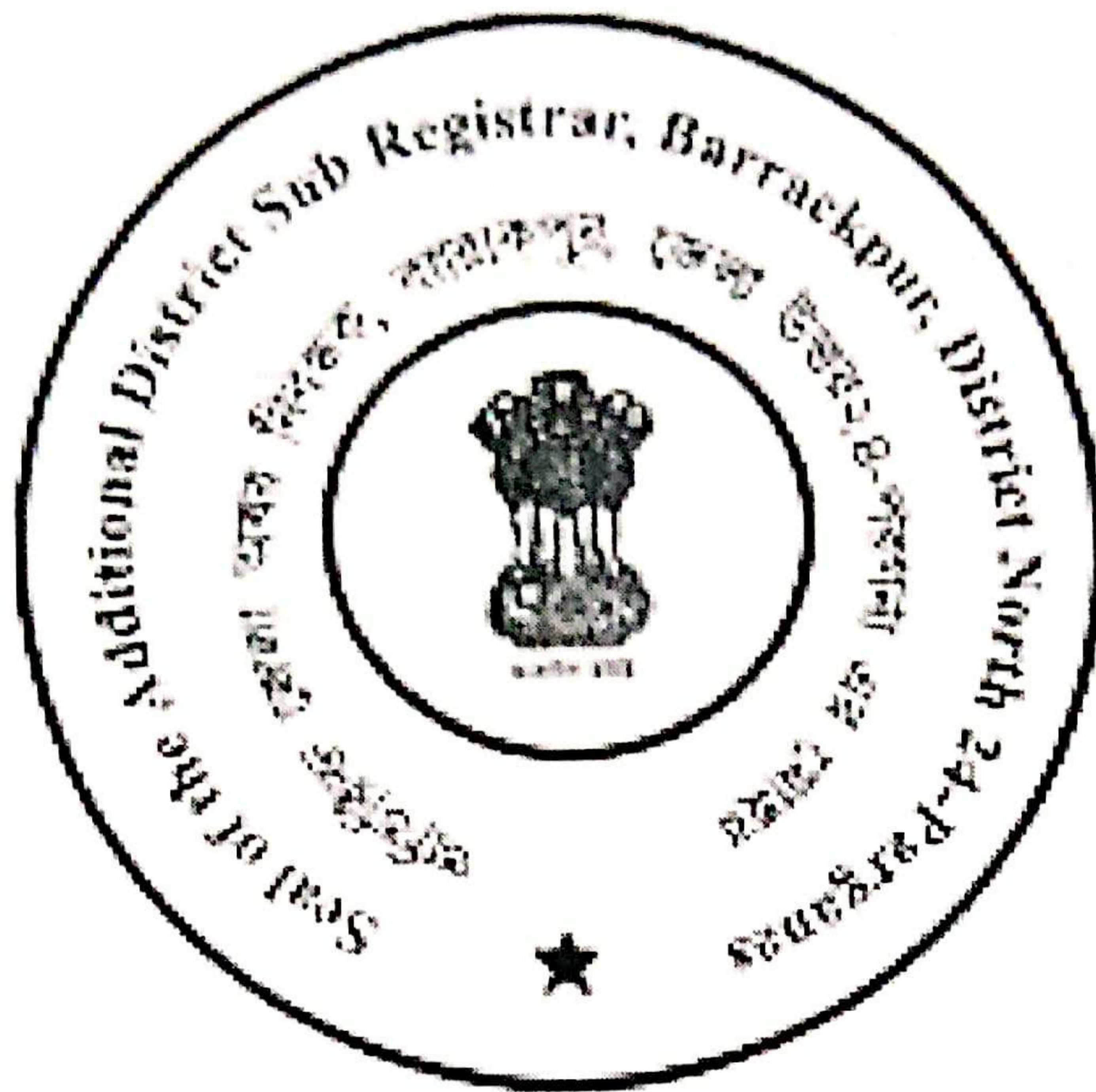
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SIGNATURE: Debasish Kolay

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1505-2020, Page from 81630 to 81660
being No 150502466 for the year 2020.



Digitally signed by ASIS KUMAR DUTTA
Date: 2020.08.25 12:56:11 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2020/08/25 12:56:11 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)