@1871 1-01731/15 यिक FIFTY RUPEES 35.50 55 INDIA INDIA NON JUDICIAL পশ্চিমঁবজ্ঞা पश्चिम बंगाल WEST BENGAL R.469991 3538/2015 QUI 2012 Certified that the document is admitted to registration. The signature sheets and the endroesement thee's aftached with the document as the past of this document. Alexister 111 Alfolite, Stuith 24 amounters 0 94 17 MAR 4 2015 0 0 4 MAR 2015 **REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT** KNOW ALL MEN BY THESE PRESENTS, I, SRI SUKUMAR GHOSH, son of Late Kanai Lal Ghosh, by faith : Hindu, by Occupation : Service, by Nationality : Indian, residing at Village-Hatmadhabpur, P.O. Uttar Ramnagar, District-Burdwan, P.S. Aushgram, PIN-713152, hereinafter called the 'PRINCIPAL (OWNER)" SEND **GREETINGS**: 12 MS

WHEREAS the present OWNER/PRINCIPAL herein purchased one plot of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, Scheme Plot No.253(Phase No.I), comprising in R.S. Dag No.88 (Part), out of the total land being R.S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139 and 191(Part), under R.S. Khatian No. 101, out of R.S. Khatian Nos. 76, 90, 101, 103, 104 and 145, within the presently Police Station - Panchasayar, formerly P.S. Purba Jadavpur, within the jurisdiction of K.M.C. Ward No.109, Kolkata - 700 091, by virtue of a registered Deed of Sale dated 11.08.2006, registered in the office of the District Sub-Registrar-III, at Alipore, South 24 Paraganas and recorded in Book No. I, Volume No.15, at Pages 722 to 734, Being No.5935 for the year 2006 together with all easement rights for a valuable consideration from the previous Owner/Vendor namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Cooperative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at 6/85, Bijoygarh, P.S. Jadavpur, Kolkata - 700 032, in the District of South 24-Parganas and the said The Jadavpur Co-Operative Land and Housing Society Limited purchased the aforesaid land together with other land and property by virtue of many registered Deeds and after purchase the present OWNER/PRINCIPAL herein is in the possession of the said plot of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. Scheme Plot No.253(Phase No.I) and it has been morefully described in the SCHEDULE hereunder written.

AND WHEREAS after purchase the Schedule plot of land the present OWNER/PRINCIPAL herein mutated his name in the record of The Kolkata Municipal Corporation known as Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099 and has been paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation and is now peaceful enjoyment and possession of the aforesaid land and Property morefully and particularly described in the SCHEDULE hereunder written.

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AND WHEREAS due to lack of experience as well as paucity of fund I the PRINCIPAL herein have engaged by virtue of a registered Development Agreement dated 04.03.2015, registered in the office of District Sub-Registrar – III, Alipore, South 24 Parganas and recorded into Book No.1, Deed No. 1730 for the year 2015, with GRIHA NIRMAN, a proprietorship firm having its office at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata – 700 075, represented by its Sole Proprietor of MR. UMA SHANKAR SINGH, son of Late Jagadish Singh, a Hindu Business man, residing at 13/4, New Santoshpur Main Road, Ground Floor, P.S. Survey Park, Kolkata –

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- 3. To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the SCHEDULE hereunder written in any such Court or Office.
- 4. To appoint, engage on my behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever my said Attorney shall think proper to do so and to discharge and/or terminate their appointments.
- 5. To sign and execute the mutation of my Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.
- 6. To sign and execute the B.L. & L.R.O. mutation of my Property where necessary effected in the revenue and/or in the record of the concerned B.L. & L.R.O. office and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate of B.L. & L.R.O., and other necessary papers thereof and pay necessary land taxes to concerned B.L. & L.R.O. office on my behalf as and when necessary on my behalf.
- 7. To demarcate or delineate my said properties that be necessary for the said purpose by virtue of Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered and to sewer any affidavit thereto.
- To deposit the revenue for my said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- 9. To sign building Plan and/or modified Plan and/or revised Building Plan for my said property and all the papers thereto and to sign the same on my behalf or file the said Building Plan or modified or revised Plan before The Kolkata Municipal Corporation for sanction and them to get delivery the same on my behalf from The Kolkata

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Municipal Corporation and sign or execute any affidavit thereto and also sign or execute and registered any deed of Declaration to be required for the same.

10. To sign drainage and sewerage Plan for the Kolkata Municipal Corporation in respect of the Premises and to sign all the papers related thereto and them to get delivery the same on my behalf from The Kolkata Municipal Corporation and sign or execute any affidavit thereto and also sign or execute and registered any deed of Declaration to be required for the same.

- 11. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the Schedule below and also to sign all the papers thereto and them to get delivery the same on my behalf from The Kolkata Municipal Corporation and sign or execute any affidavit thereto and also sign or execute and registered any deed of Declaration to be required for the same.
- 12. To look after and to control all the affairs for the development of the said land and construction of a Ground plus three storied building with lift facility building thereon on the said Premises as per sanctioned Building Plan sanctioned by The Kolkata Municipal Corporation or other government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the owner all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE below and registrar the such document as per requirement for interest of the proposed project.
- 13. To sign and execute and also submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowners.
- 14. To appear and represent on behalf of the **PRINCIPAL** i.e. **LAND OWNER** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.

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- 15. To pay fees for obtaining the sanction and modification of plan and such other orders and permissions from the necessary authorities on behalf of landowner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as my Attorney shall think fit and proper.
- 16. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the building plans, water connection, sewerage connection, drainage connection to be sanctioned from the authority or authorities.
- 16. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as my said Attorney shall think fit and proper.
- 17. To sign any document and apply for obtaining electricity connection from the CESC and/or any concerned authority, gas connection, Lift, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto before the concerned authority/authorities for such connection of electricity, telephone, gas, connection etc. and also install lift in the said Premises and them to get delivery the said papers on my behalf from the concerned department and sign or execute any affidavit thereto and also sign or execute and registered any deed of Declaration to be required for the same and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.
- To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.
- To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property.
- 20. To appear and represent me before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and

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submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

21. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the DEVELOPER'S ALLOCATION as mentioned in the Schedule D of the said registered Development Agreement dated 16.02.2015 excluding the OWNER'S ALLOCATION as mentioned in the Schedule B of the said registered Development Agreement dated 04.03.2015 and the DEVELOPER shall get all the acts in the Premises and the DEVELOPER shall get the Development Agreement dated negistered Development Agreement dated D of the said registered Development Agreement dated negistered Development Agreement dated negistered Development Agreement dated negistered Development Agreement dated except Owner's Allocation as mentioned in the registered Development Agreement.

- 22. To collect advance or part payment or full consideration from the intending persons of flats alongwith the proportionate share of land on my behalf as per said registered Development Agreement as mentioned above on the DEVELOPER'S ALLOCATION excluding the OWNER'S ALLOCATION as mentioned above and grant receipt in favour of the interested persons/persons who are interested to take possession of the flat/flats etc. in lieu of satisfactory consideration.
- 23. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the flats on DEVELOPER'S ALLOCATION as mentioned in the said registered Development Agreement as mentioned above excluding the LAND OWNER'S ALLOCATION alongwith the proportionate share of land in any name as the said Attorney to sell the DEVELOPER'S ALLOCATION to any Third Party or parties at any consideration price to be fixed up only by the DEVELOPER.

24. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said DEVELOPER'S ALLOCATION of the said proposed building alongwith the proportionate share of land at my said premises or any part thereof and for that purpose to sign and execute all deeds, as my said Attorney shall think fit and proper as per said registered Development Agreement.

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- 25. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
- 26. To receive part or full consideration sum against the entire DEVELOPER'S ALLOCATION from the intending purchasers and acknowledge the receipt of the same on my behalf.
- 27. To appear and represent me before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to present for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Rectification, Deed of Declaration, Deed of Boundary Declaration and/or any kind of instrument which shall be executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the DEVELOPER'S ALLOCATION only.
- 28. To take necessary steps for registration of the Developer's Allocation or any part alongwith the proportionate share of land by my Attorney as per said Development Agreement.
- 29. To convey, prosecute, enforce, defend, answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- 30. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
- To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
- 32. To sign, declare and/or affirm any plaints, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorneys Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

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33. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

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AND GENERALLY TO act as my Attorneys in relation to all matters touching my said property and on my behalf to do all instruments, acts, nature, deeds and things as fully and effectually as I would do if I would personally present.

AND I hereby declare and confirm that by virtue of this Development Power of Attorney my said Attorney shall use the same for the promotion work of the property and shall complete the registration of entire Developer's Allocation as mentioned in the registered Development Agreement.

AND I hereby ratify and confirm and agree or undertake and whatsoever my said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue at these presents including such confirming and other works till the completion of the whole deal/transaction as per said Development Agreement.

## SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of a plot of land measuring net land area of area of 3 (Three) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. as per present physical measurement together with one tile shed measuring an area of 100 (One hundred) Sq.ft. whereon a multistoried building (Ground plus three storied or Ground Plus four storied building with lift facility as per permissibility or possibility as per sanction building plan to be sanctioned by the K.M.C.) and the entire property lying and situated in Mouza – Nayabad, J.L. No.25, Touzi No.56, Scheme Plot No.253(Phase No.I), comprising in R.S. Dag No.88 (Part), out of the total land being R.S. Dag Nos. 3, 83, 85, 86, 87, 88, 89, 91, 131, 132, 135, 136, 139 and 191(Part), under R.S. Khatian No. 101, out of R.S. Khatian Nos. 76, 90, 101, 103, 104 and 145, situated within the K.M.C. Premises No.2966, Nayabad, being Assessee No. 31-109-08-6009-8, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, Additional District Sub-Registration Office Sealdah, District Registration Office Alipore and the entire property is butted and bounded by :

ON THE NORTH ON THE SOUTH ON THE EAST ON THE WEST

Plot No.253A;
40'-0" wide Road;
Plot No.254A;
25'-0" wide Road.

IN WITNESS WHEREOF I the PRINCIPAL herein have hereto signed this Power of Attorney on this the 4th day of *March* 2015 (Two Thousand and Fifteen).

WITNESSES:

1. Alchijile Kerman mis he 69/1 Boghajatin Place Rolketz 70086

SIGNATURE OF THE PRINCIPAL

2. Japesh Illistra Hyph Court Calentta

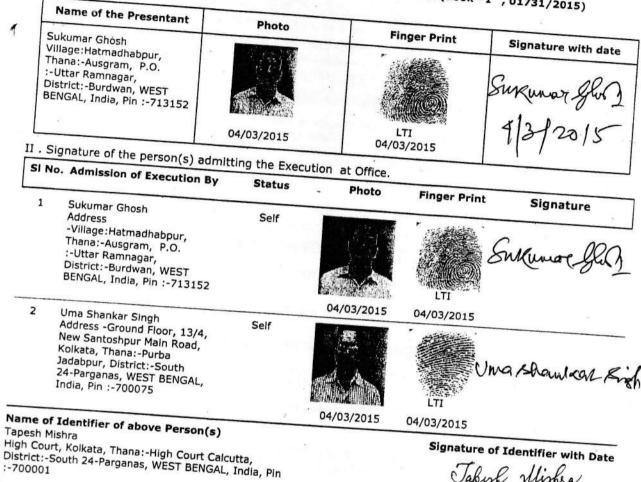
GRIHA NIKMAN 17ng showkar & Proprietor

SIGNATURE OF THE POWER HOLDER

### PREPARED & DRAFTED BY :

(DEBES KUMAR MISRA) ADVOCATE HIGH COURT, CALCUTTA Resi-cum-Chamber :69/1, Baghajatin Place, Kolkata-86 PH-9830236148(D.K.M.), Email:debeskumarmisra@gmail.com 9051446430(Somesh), Email:mishrasomesh08@gmail.com 9836115120(Tapesh), Email:tapesh.mishra85@gmail.com

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 01871 / 2015, Deed No. (Book - I , 01731/2015) . Signature of the Presentant



Japersh Mishea 04/03/2015



Page 1 of 1

04/03/2015

Alipore. South 24 Parganas (Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R. - III SOUTH 24-PARGANAS

District Sy



### Government Of West Bengal Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

## Endorsement For Deed Number : I - 01731 of 2015 (Serial No. 01871 of 2015 and Query No. 1603L000003538 of 2015)

# On 04/03/2015 Certificate of Admissibility(Rule 43,W,B, Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Payment of Fees:

Amount By Cash

sil

Rs. 39.00/-, on 04/03/2015

(Under Article : , E = 7/- , H = 28/- , M(b) = 4/- on 04/03/2015 )

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-46,50,000/-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as:

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1962) Presented for registration at 13.53 hrs on :04/03/2015, at the Office of the D.S.R. - III SOUTH

Admission of Execution(Under Section 58,W.B.Registration Rules, 1962)

Execution is admitted on 04/03/2015 by

- 1. Sri Sukumar Ghosh, son of Lt Kanai Lal Ghosh , Village:Hatmadhabpur, Thana:-Ausgram, P.O. :-Uttar Ramnagar, District:-Burdwan, WEST BENGAL, India, Pin :-713152, By Caste Hindu, By Profession :
- 2. Mr. Uma Shankar Singh

Proprietor, Griha Nirman, 13/4, New Santoshpur Main Road, Kolkata, Thana:-Purba Jadabpur,

Identified By Tapesh Mishra, son of ..., High Court, Kolkata, Thana:-High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession:



( Rajendra Prasad Upadhyay ) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Dismic Si Alipore, South 2.4 Proganes

( Rajendra Prasad Upadhyay ) 04/03/2015 15:39:00 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS EndorsementPage 1 of 1

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 4966 to 4980 being No 01731 for the year 2015.



(Rajendra Prasad Upadhyay) 18-March-2015 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R. - III SOUTH 24-PARGANAS West Bengal

# DATED THIS 4TH DAY OF NAR 242015

FROM

### SRI SUKUMAR GHOSH

PRINCIPAL

TO

M/S.GORIHA NIRMANT.

POWER HOLDER/ ATTORNEY

## DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT

MR. DEBES KUMAR MISRA WITH SOMESH MISHRA & TAPESH MISHRA ADVOCATES HIGH COURT, CALCUTTA 69/1, BAGHAJATIN PLACE (NEAR BAGHAJATIN RLY. STN.) KOLKATA-700086 PH. 2425-0490 MOBILE : 9830236148 <u>9051446430, 9836115120.</u>