

067862

Sl. No. Date
Name
Add.
AMT. 100

28 NOV 2019
28 NOV 2019



SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



X

District Sub-Registrar-II
Howrah

16 DEC 2019

Satya Charan Koley.
S/o. Late Paritosh Koley.
vill - Jagannathpur,
P.O. - Nalikul
P.S. - Haripal
Dist. - Hooghly - 712407
Service

Income Tax PAN AAACV8876C, represented by its Director, Ajay Ram Nagar, son of Late Lakshman Ram Nagar, by nationality Indian, by faith Hindu, by occupation Business, residing at 493/C/A, G. T. Road (South), Vivek Vihar, Phase - V, Flat No. 5A, Howrah - 711 102, Police Station - Shibpur, Post Office - Shibpur, having his Income Tax PAN ABTPN5333R and Aadhaar No. 9524 3625 5567 and Mobile No. 9163024387, authorized vide Board Resolution.

(Principal, includes successors-in-interest)

And

- 2.2 Usha Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 9/1, Syed Amir Ali Avenue, 2nd Floor, Bharat Chambers, Kolkata-700017, Police Station - Beniapur, Post Office - Jhowtolla, having its Income Tax PAN AAACU7929H, represented by its authorised signatory, Jaybindra Thakur, son of Late Bishnu Thakur alias Sishu Thakur, Indian citizen, by faith Hindu, by occupation Service, residing at Flat No. 304, Santinagar Colony, Building No. 9, Liluah, Howrah - 711 204, Police Station - Liluah, Post Office - Liluah, having his Income Tax PAN AHMPT0144M and Aadhaar No. 4410 5034 6930 and Mobile No. 9748466615.

(Attorney, includes successors-in-interest and/or assigns)

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

3. **DEFINITIONS:** Unless in this power there be something contrary or repugnant to the subject or context:-
- 3.1 "Attorney" shall mean the Developer, Usha Projects Private Limited, represented by its authorised signatory, Jaybindra Thakur, son of Late Bishnu Thakur alias Sishu Thakur, Indian citizen, by faith Hindu, by occupation Service, residing at Flat No. 304, Santinagar Colony, Building No. 9, Liluah, Howrah - 711 204, Police Station - Liluah, Post Office - Liluah and include any other person whom the Developer may authorize in addition to or as substitute of the above named person.
- 3.2 "Building Plans" shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Principal from the Howrah Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- 3.3 "Developer's Realization Share" shall mean and include 55% (fifty five percent) of the Realizations to belong to the Developer which shall include the entire commercial area in the Project, and shall also include 75% (seventy five percent)



X

District Sub-Registrar-II
Howrah

16 DEC 2019

of the Realizations in respect of additional FAR if allowed in terms of Clause No. 7.1B of the Development Agreement.

- 3.4 "Developer" shall mean Usha Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 3A, Hare Street, Ashoka Building, Room No. 308, Kolkata-700001, Police Station - Hare Street, Post Office - G.P.O. Kolkata and include its successors or successors-in-office and/or assigns.
- 3.5 "Development Agreement" shall mean the Development Agreement dated 14th, December, 2019 and duly registered with the office of the District Sub-Registrar - II, Howrah in Book No. 1, Volume No. _____, Pages from _____ to _____, being No.051307067 for the year 2019 and made between the Principal and the Developer and include any modifications and alterations thereof as may be made by the Principal and the Developer in writing.
- 3.6 "New Buildings" shall mean the buildings and/or other structures to be constructed by the Developer from time to time at or portion/s of the Project Land.
- 3.7 "Project" shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of the Contingent Residual Areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- 3.8 "Project Land" shall mean the pieces or parcels of Land All That piece or parcel of portion of land measuring 39.67 (thirty-nine point six seven) Cottah, more or less, Together With all existing rooms, structures, appendages and appurtenances situate lying at and being part of Municipal Premises No. 160, Grand Trunk Road (South), Howrah-711102, Police Station - Shibpur, within Ward No. 36 of the Howrah Municipal Corporation, Mouza - Baze Shibpur, District Howrah, morefully and particularly mentioned and described in the SCHEDULE hereunder written;
- 3.9 "Principal's Realization Share" shall mean and include 45% (forty five percent) of the Realizations to belong to the Principal.
- 3.10 "Realization" shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time (other than Contingent Residual Areas); but shall not

ffg

Jaini



2

**District Sub-Registrar-II
Howrah**

6 DEC 2019

include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits (as defined and described in the Development Agreement).

- 3.11 "Transfer" shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer.
- 3.12 "Transferable Areas" shall mean the Units, Parking Spaces, Other Constructed Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- 3.13 "Transferees" shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- 3.14 "Units" shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.
- 3.15 Any other term or expression used herein shall, unless there be something contrary or repugnant to the subject or context, have the same meaning as assigned in the Development Agreement.

4. Background:

- 4.1 By the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right and authority to develop the Project Land and the Principal and the Developer agreed upon the terms and conditions as morefully contained therein.
- 4.2 In terms of the Development Agreement the Principal is obliged to grant powers to the Developer or its nominee/s to execute the project and to sell, dispose of and/or deal with the Saleable areas.
- 4.3 Accordingly, the Principal is hereby authorising and granting the Attorney/Developer with the following powers which, inter alia, are as follows:

5. Appointment:

- 5.1 The Principal doth hereby jointly or severally nominate, constitute and appoint the Attorney as the lawful attorney of the Principal, to do all acts, deeds and



X

District Sub-Registrar-II
Howrah

16 DEC 2018

things mentioned below, for, in the name of and on behalf of the Principal.

6. Powers and Authorities:

- 6.1 To manage, maintain, look after, supervise, administer, secure, hold and defend possession of the Project Land and every part thereof and its equipment and installations and do all acts deeds and things in connection therewith.
- 6.2 To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against all or any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts agreements and arrangements with them or any of them or otherwise and to abate all nuisance.
- 6.3 To cause survey, measurement, soil test, excavation and other works at the Project Land.
- 6.4 To take all necessary steps and to sign all papers, documents as be required for obtaining mutation and to cause the name of the Principal mutated in the record of the Howrah Municipal Corporation and other authorities maintaining such records.
- 6.5 To cause the adjacent premises or added area or other properties to be merged/ amalgamated with the Project Land as a single premises, if the situation so arises in such manner and to such extent as be deemed fit and proper by the Attorney.
- 6.6 To give, take and/or share any right, title, interest, benefit, advantage etc. including not limited to consumption of FAR, with adjacent premises as the Attorney may from time to time deem fit and proper and to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Project Land with adjacent premises:-
 - 6.6.1 To allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Project Land for any sanction, construction, use and enjoyment of the adjacent premises or added area or any construction and developments thereon and to cause or allow building plans for constructions at the adjacent premises or added area to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Project Land;
 - 6.6.2 To combine and/or connect the Project Land and the adjacent premises or added area or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access-way, entry/exit points, or any common



X

District Sub-Registrar-II
Howrah

17 6 DEC 2019

or other facility (including the Common Portions) between the occupants of the Project Land and the adjacent premises or added area in such manner and to such extent as the Attorney may deem fit and proper.

- 6.6.3 For or relating to any such constructions, additions or alterations, etc., the Developer shall, with the approval of the Architects, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Project Land viz. lifts, generators, sewerage treatment plant, transformers, water, electricity, sewerage, drainage etc., thereto as it deems expedient to use and enjoy the same.
- 6.7 To sign, apply for and obtain mutation, conversion, updation, insertions, correction of area or boundary or dimension or other description or any other correction, modification, alteration or other recording in respect of the Project Land or any part thereof or the boundary of the Project Land in the records of the Howrah Municipal Corporation, Howrah Improvement Trust, Kolkata Metropolitan Development Authority, Municipal authorities, Planning Authority, Development Authority, and any other appropriate authorities and to do all other acts, deeds and things with regard thereto as may be deemed fit and proper by the said Attorney.
- 6.8 To demolish, construct, reconstruct boundary walls, fencing, dividers etc., at the Project Land and/or any portion thereof for the purposes connected to development in terms of the Development Agreement and to construct or put up temporary sheds, structures etc., for storage of building materials or site offices.
- 6.9 To accept or object to the assessments made from time to time of land revenue or taxes or valuation or taxes in respect of the Project Land or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.
- 6.10 To pay all rates, municipal and other taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Project Land or any part thereof or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the and/or concerned authorities and to grant receipts and discharges in respect thereof.
- 6.11 To prepare apply for sign and submit plans, maps, specifications and sketches for approval or sanctioning by the concerned municipal and other appropriate



District Sub-Registrar-II
Howrah

16 DEC 2014

authorities and to have the same approved and/or sanctioned and if required, to have the same or the Building Plans already sanctioned, as the case may be, modified revalidated revised altered and/or renewed.

- 6.12 To process the application for the sanctioning of the plan, pay fees and obtain sanction revalidation modification revision alteration and/or renewal and/or such other orders and permissions of the new plans or the Building Plans already sanctioned, as the case may be, for any construction at the Project Land.
- 6.13 To sign and submit all declarations, undertakings, affidavits, gifts of strips or splayed corners required by any authority for the purpose of sanction/modification/alteration/renewal of the plans for any construction at the Project Land.
- 6.14 To give notice to the municipal and all other concerned authorities regarding commencement of construction and/or demolition of any structure(s) and/or other purposes as required or deemed fit and proper.
- 6.15 To carry out demolition, construction, reconstruction, addition, alteration, erection, re-erection and any other related activity at the Project Land in respect of the Project.
- 6.16 To inform municipal and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the applicable rules and to get the same regularized.
- 6.17 To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, borewell, generator, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanical parking system, MLCP etc., and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.
- 6.18 To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, mechanized parking, generator, dish antenna and any other utility, input or facility in the Project or any part thereof including those mentioned in the last mentioned clause hereinabove and also to give contract to the manufacturer for maintenance of lift or lifts, generator, dish antenna and other utilities and its concerned machineries.



District Sub-Registrar-II
Howrah

16 DEC 2019

- 6.19 To deal with any person owning, occupying or having any right title or interest in the property adjacent to or near the Project Land in connection with the Project in such manner and on such terms and conditions as the said attorney or Attorney may deem fit and proper.
- 6.20 To apply for and obtain "No Objection Certificate" from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for sanctioning of plan, modification and/or alteration and/or revalidation, and/or obtaining utilities and any development activity or other purposes connected with the Project.
- 6.21 To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
- 6.22 To apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
- 6.23 To apply for and obtain in the name of the Developer the registration under all Real Estate development laws, including the Real Estate (Regulation and Development) Act, 2016; the WB Housing Industry Regulation Act, 2017 and to obtain all licenses and permissions under the said Act and all other acts and statutes, as applicable.
- 6.24 To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building at the Project Land or portion or portions thereof and also for additions and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes connected with the Project.
- 6.25 To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof on such terms and conditions as the Attorney may deem



X
District Sub-Registrar-II
Howrah

4 6 DEC 2014

- fit and proper and to cancel, alter or revoke any such appointment or collaboration.
- 6.26 To appoint organizations and persons in connection with Building Management, Facility Management, Common Area management on such terms and conditions as the Attorney may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
- 6.27 To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to the Project.
- 6.28 To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities.
- 6.29 To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipment or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the said Attorney and to pay all premium therefor.
- 6.30 For the purpose of construction of building or structure(s) on the Project land, the said Attorney may in their absolute discretion to delegate/sub-delegate the construction contract to such person(s) as our said Attorney may deem fit, and proper and to get such building duly completed by the said contractor and to enter into such arrangement with such and other person or person or body or bodies whether corporate or otherwise for the purpose of development of the Project Land, wholly or partly or in stages and for construction of building thereon and /or furnishing of the same as the said Attorney may in their absolute discretion deem fit and to pay the cost of construction and development of the buildings or structures and furnishing of the same to such contractors and other persons or bodies and to obtain valid receipts and discharge therefore to enter into contracts for supplying of materials, labor and for all other services as may be required for development and construction of the buildings or structures on the project land on such terms and conditions as our said Attorney may in their absolute discretion deem fit and proper.
- 6.31 To obtain loans and finance from any Banks and/or the Financial Institutions in terms of the Development Agreement, and in the manner permitted under the Development Agreement but without however creating any financial obligation of repayment upon the Principal.
- 6.32 To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas (including proportionate



X

District Sub-Registrar-II
Howrah

16 DEC 2018

- land share) to take home loans and/or home finances from any Banks or Financial Institutions and deal with banks and financiers and/or their officers and/or assigns in connection with the any no objection certificates, consents, clearances, etc., from them.
- 6.33 To produce or give copies of any original title deed or document relating to the Project Land and/or the Complex to any person or financier or others.
- 6.34 To advertise and publicize the Project or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
- 6.35 To Transfer the Contingent Residual Areas of the Developer with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorney may deem fit and proper in accordance with the terms and conditions contained in the Development Agreement, and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same;
- 6.36 To negotiate with the person or persons interested in obtaining Transfer and/or otherwise acquiring Transferable Areas spaces in the Project, take and accept bookings and applications, deal with, enter upon bookings and/or agreements for Transfer and/or part with possession of all or any Units, Parking Spaces and other Transferable Areas (except any Contingent Residual Areas identified and forming part of the Principal) along with or independent of or independently the land comprised in the Project Land attributable thereto or any portion thereof or any undivided share therein to any Transferee at such consideration and on such terms and conditions as the said attorney or Attorney may deem fit and proper but without violating with the terms and conditions of the Development Agreement.
- 6.37 To ask, demand, recover, realize and collect the Realizations and all other amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas (except any Contingent Residual Areas identified and forming part of the Principal) in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specified accounts as per the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.
- 6.38 To cancel or terminate any booking/blocking and terminate any contract



X

District Sub-Registrar-II
Howrah

16 DEC 2019

- agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire Transferable Areas and/or undivided shares in the land comprised in the Project Land and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper.
- 6.39 To join in as party to agreements for Transfer of the Transferable Areas and/or undivided share in the land comprised in the Project Land or part thereof, and also confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of Transfer to be executed in pursuance thereof.
- 6.40 To enter upon any agreement to transfer the proportionate share in land and/or in the common areas and installations to any Association or Society if so and as required by law in such manner as may be required.
- 6.41 To prepare sign execute modify, alter, draw, approve rectify and/or register and/or give consent and confirmation and/or deliver all papers, documents, agreements, sale deeds, conveyances, leases, supplementary agreements, nominations, assignments, licenses, mortgages, charges, declarations, forms, receipts and such other documents and writings as in any way be required to be so done and as may be deemed fit and proper by the said Attorney in respect of the Transfer in the manner and as per the terms and conditions of the Development Agreement.
- 6.42 To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principal and the Developer and to exercise all rights and remedies available to the Principal and the Developer thereunder.
- 6.43 To ask, demand, sue for, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferees or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 6.44 To have the Units Transferred to the Transferees to be separately assessed and mutated in the name of the respective Transferees in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the said Attorney or Attorney may deem fit and proper.
- 6.45 To deal with any claim of any third party in respect of the Project Land and to



District Sub-Registrar-II
Howrah

18 DEC 2018

oppose or settle the same.

- 6.46 To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Project as Maintenance In-Charge.
- 6.47 To form a non-profit making company or association or society or syndicate amongst the owners and/or buyers of the Transferable Areas (including Association under the Apartment Ownership Act or Society under the West Bengal Societies Registration Act, 1961 or Co-operative Society under the West Bengal Co-operative Societies Act, 2006).
- 6.48 To deal with the Government of West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
- 6.49 For all or any of the purposes hereinstated to apply for, sign, appear and represent the Principal before the Howrah Municipal Corporation, Howrah Improvement Trust, and all its departments, Kolkata Metropolitan Development Authority and other authorities/officers under the Land laws, BL&LRO, Municipality, Thika Controller, Rent Controller, Fire Brigade, Planning Authority, Development Authority, the Authorised Officers / Authorities under the Real Estate (Regulation and Development) Act, 2016 and/or the WB Housing Industry Regulation Act, 2017, the Authorities under the West Bengal Apartment Ownership Act, Companies Act, Societies Registration Act, West Bengal Co-operative Societies Act, 2006, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & Development) Act, Development Authority, Airport Authorities, all Revenue Authorities, Pollution Control Authorities and other authorities connected to pollution matters, Environment Authorities, Licensing Authorities, Development Plan Authorities of the Government of West Bengal and/or India, Port Trust, Insurance Companies, Police Authorities, Traffic Department, Directorate of Fire Services and all Fire Authorities, Directorate of Lifts, Directorate of Electricity and Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Insurance Companies, Microwave Authorities of Department of Telecommunication, Electricity, Water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other service provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal, land and other authorities and all private bodies and service



X

District Sub-Registrar-II
Howrah

6 DEC 2019

providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the attorney may deem fit and proper and to make sign execute register submit register and/or deliver all documents, declarations, affidavits, applications, undertakings, objections, notices etc. (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the Project Land and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.

- 6.50 To appear and represent the Principal before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar, Additional Registrar, Metropolitan/ Judicial Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all Agreements for transfer, Deeds and documents instruments and writings including the bank/finance documents, mortgage deeds, if any, executed by the said Attorney by virtue of the powers hereby conferred.
- 6.51 To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions, review, arbitration proceedings, and other legal proceedings and demands civil criminal or revenue concerning and/or touching any of the matters herein stated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, Debts Recovery Tribunal, any other Tribunal, Collector, Judicial or Quasi-Judicial authorities and forums, Statutory authorities, presiding officers, authorized officers, etc. and to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasions shall require and/or as the said attorney or Attorney may think fit and proper.
- 6.52 To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
- 6.53 To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in



X

District Sub-Registrar-II
Howrah

7 6 DEC 2019

respect thereof.

- 6.54 To receive all letters parcels or other postal articles and documents in respect of the Project Land and to grant proper and effectual receipt thereof.
- 6.55 For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtear and to revoke such appointments.

AND the Attorney/Developer being an incorporated company, its directors may jointly or severally exercise all or any of the powers authorities or discretions conferred on the Attorney by these presents and accordingly all agreements, receipts, discharges, deeds, assurances and papers required to be signed by the Attorney will be sufficiently so signed if signed by any director of the Attorney.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the Project Land and the Project and the Project and related purposes which the Principal itself have lawfully done under its own hands and seal, if personally present.

AND the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whatever their said Attorney or Attorney shall lawfully do or cause to be done in or about the premises aforesaid.

AND it is further clarified that while exercising the powers and authorities hereby conferred on the said Attorney, it shall not do any act deed or thing which would go against the provisions of the Development Agreement or impair or affect the rights and entitlement of the Principal and by executing this Power of Attorney the obligations of the Principal or the Developer or consequences for non-compliance under the Development Agreement shall not be affected. *This Power of Attorney will expire automatically after fulfillment of the entire terms and condition of the Development Agreement.*

SCHEDULE

(PROJECT LAND)

All That piece or parcel of portion of land measuring 39.67 (thirty nine point six seven) Cottah, more or less, together with buildings and structures standing thereon having a total built-up area of 25290 Square Feet, situate, lying at and being part of Municipal Premises No. 160, Grand Trunk Road (South), Howrah-711102, Police Station - Shibpur, within Ward No. 36 of the Howrah Municipal Corporation, Mouza - Baze Shibpur, District - Howrah, delineated in a map or plan annexed hereto and bordered in colour RED thereon and butted and bounded:

Affidavit

Said to be



District Sub-Registrar-II
Howrah

18 DEC 2019

- On the North** : By portion of Premises No. 160, G. T. Road (south);
- On the East** : By portion of Premises No. 160, G. T. Road (south) and partly by G. T. Road (South);
- On the South** : Partly by G. T. Road (south) and partly by Premises No. 161, G. T. Road (south) i.e. Shibpur Police Station;
- On the West** : Premises No. 161, G. T. Road (south).

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.





X

District Sub-Registrar-II
Howrah

7 0 DEC 2019

7. Execution and Delivery:

7.1 In Witness Whereof the Principal and the Attorney have executed this Power of Attorney on the above date.

for Vedansh Traders Pvt. Ltd.
(ADAM KAM NARAYAN) *[Signature]*
Director.
(Vedansh Traders Private Limited)
[PRINCIPAL]

ACCEPTED

USHA PROJECTS PVT. LTD.

[Signature]
Director / Authorised Signatory
(Usha Projects Private Limited)
[ATTORNEY]

Witnesses:
Signature *[Signature]*
Name NRAYAN DAS HARSHA
Father's Name L. Srinivas
Address 21A, Gachipalle
Sarini, Kolkata, 700119

Signature *[Signature]*
Name Satyajit Charan Koley
Father's Name late Paritosh Koley
Address Vill - Jagannathpur, P.O. - Nalikul,
P.S. - Haripal, Dist. - Hooghly - 712407

Drafted by
[Signature]
Advocate, High Court at Calcutta
Enrolment No. WB/1145/2007



District Sub-Registrar-II
Howrah

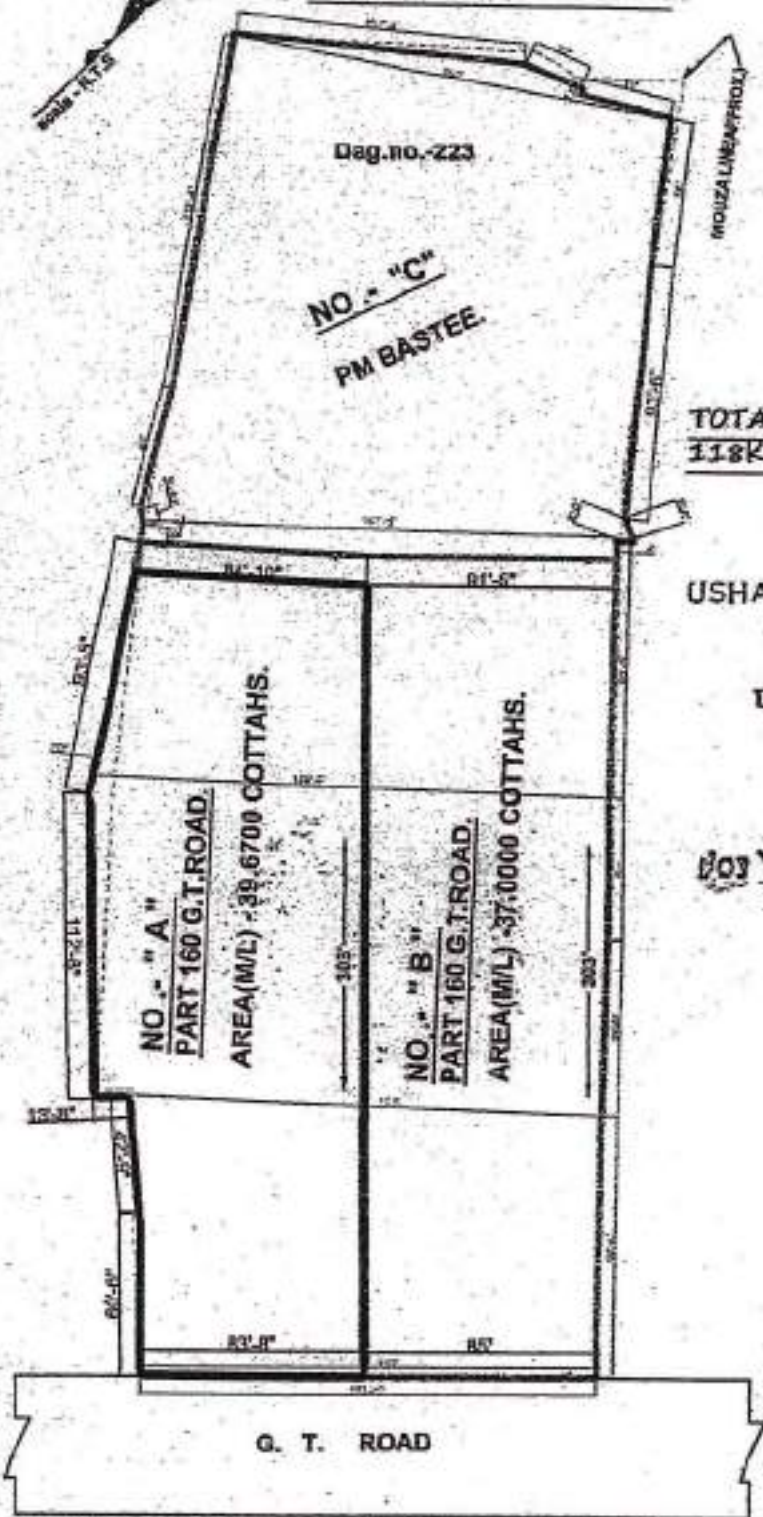
16 DEC 2019

SITE PLAN OF LAND
MOUZA SHIBPUR, JL NO.-66,
SHEET NO.-1, PO: SHIBPUR,
PS.- SHIBPUR, DIST-HOWRAH,
160, G.T. ROAD, HOWRAH SOUTH.

AS PER MOUZA LINE SHOWN BY -:
WALL LINE SHOWN BY RED-:



SHIBPUR POLICE STATION.



Dag.no.-223

NO. "C"
PM BASTEE.

TOTAL AREA -
118K-10CH-13 SFT

USHA PROJECTS PVT. LTD.
J. Calineta
Director / Authorized Signatory

Joy Vedansh Traders Pvt. Ltd
J. Vedansh
Director.

G. T. ROAD











N.B.-PLAN MADE ON PHISICAL MEASUREMENT AND
MEASUREMENT TAKEN WITHIN THE BOUNDARY WALL














X
District Sub-Registrar-II
Howrah

4 6/DEC 2019

FORM FOR EXECUTION & FINGER PRINTS

	EXECUTION & SIGNATURE <i>Araya</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(LEFT HAND)				
		 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

	EXECUTION & SIGNATURE <i>Devi Lakshmi</i>	 Little	 Ring	 Middle	 Fore	 Thumb
		(LEFT HAND)				
		 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)						

Affix recent passport sized colour PHOTOGRAPH And sign across thereon keeping the face untouched	EXECUTION & SIGNATURE	_____ Little	_____ Ring	_____ Middle	_____ Fore	_____ Thumb
		(LEFT HAND)				
		_____ Thumb	_____ Fore	_____ Middle	_____ Ring	_____ Little
(RIGHT HAND)						



K

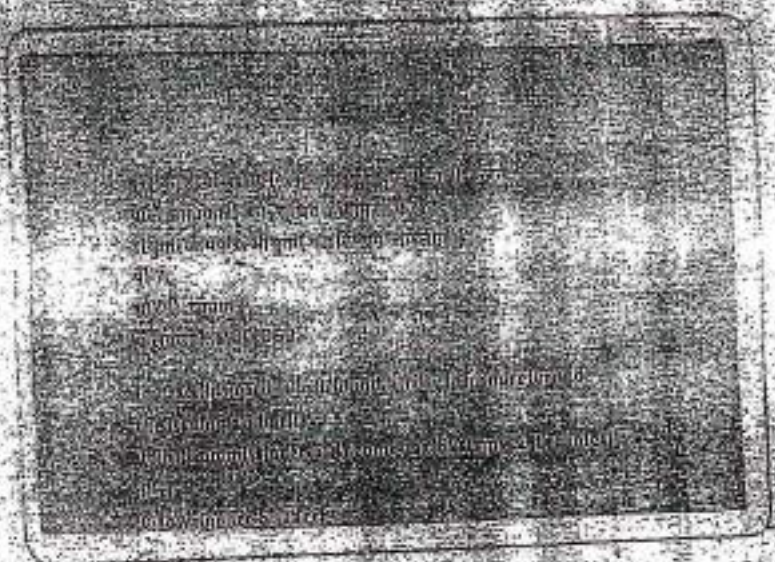
District Sub-Registrar-II
Howrah

16 DEC 2019

PERMANENT ACCOUNT NUMBER	AAACV8876C
NAME	VEDANSH TRADERS PVT LTD
DATE OF INCORPORATION	12-07-1992
COMMISSIONER OF INCOME TAX W.B. - XI	

for Vedansh Traders Pvt. Ltd.

[Signature]
Director.



आयकर विभाग

INCOME TAX DEPARTMENT
AJAY RAM NAGAR

LAKSHMAN RAM NAGAR

05/07/1967

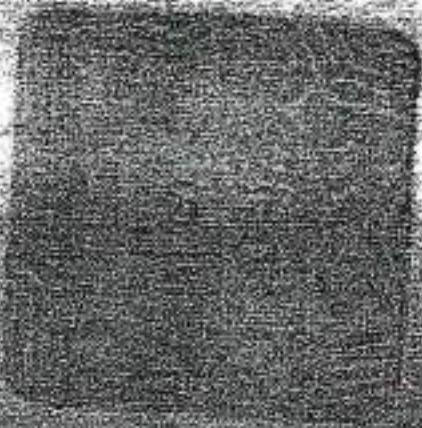
Permanent Account Number
ABTPN5333R

Lakshman Ram Nagar

Signature



भारत सरकार
GOVT. OF INDIA



40026072



ভারত সরকার
Unique Identification Authority of India
Government of India

Enrollment No. - 2010/19350/05820

স্বাক্ষরিত

To
Ajay Ram Nagar
B/O Laxman Ram Nagar
FLAT NO- 8A BLOCK 17
483, C/A G. ROAD, 13th Ward, Village Danda - I
SHIBPUR
Habra Corporation
Sikur, Habra
West Bengal - 757102
9831025812



KL1683333509
18833523



আপনার আধার সংখ্যা/ Your Aadhaar No. :

9524 3625 5567

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA

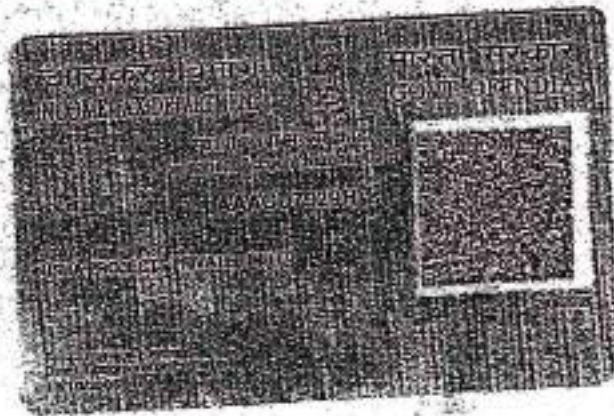


Ajay Ram Nagar
Father: LAXMAN RAM NAGAR

Self Attested
Ajay Ram Nagar
(Signature)

9524 3625 5567

আধার - সাধারণ মানুষের অধিকার



USHA PROJECTS PVT. LTD.

Jailinder

Director / Authorized Signatory



Jayendra



भारत सरकार
GOVERNMENT OF INDIA



Jaybindra Thakur
Jaybindra Thakur
DOB: 05-08-1971
Gender: Male



4410 5034 6930

आयन- आम आदमी का अधिकार



भारतीय निर्वाचन आयोग
ELECTION COMMISSION OF INDIA

Address
No-304, Santinagar Colony,
Building No-3, Liluah, Liluah,
Haora, West Bengal, 711204

Address
No-304, Santinagar Colony, Building
No-3, Liluah, Liluah, Haora, West
Bengal, 711204



1800 300 3947

help@eci.gov.in

www.eci.gov.in

P.O. Box No.1947,
Bengaluru-560 094

Jaybindra

INDIAN UNION DRIVING LICENCE
WEST BENGAL STATE




No. **WB-1520120107010** Issue Dt: **02-05-2012**

Name: **SATYA CH KOLEY**

Sex: **P** Blood Gr: **U** H.O.B. **25-11-1981**

Address: **NALKUL DUTARPARA
HARPAL
KOOCHLY** ET2407

Instructions to drive the following vehicles are prescribed in this licence

Vehicle Class	Issue Dt	Holder's Signature
MCWD	02-05-2012	
Vehicle Class	Issue Dt	Holder's Signature
		
Vehicle Class	Issue Dt	Holder's Signature
		

Satya Charan Koley

Major Information of the Deed

Deed No :	I-0513-07077/2019	Date of Registration	16/12/2019
Query No / Year	0513-1000263072/2019	Office where deed is registered	
Query Date	16/12/2019 1:51:50 PM	D.S.R. - II HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	MALAY KUMAR DUTTA Howrah Court, Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711109, Mobil No. : 9830687682, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
	Rs. 16,21,09,600/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 39/- (Article:E, M(b), H)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 051307067/2019 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S.- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: G.T. Road, Road Zone (Sandhyabazar(HMC-Ward No.30,31,34,36) – Rajnarayan Roychoudhury Ghat Road) , , Premises No: 160, , Ward No 036 Pin Code : 711102

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	39.67 Katha		15,45,22,600/-	Property is on Road , Project Name :
Grand Total :				65.4555Dec	0/-	1545,22,600 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	25290 Sq Ft.	0/-	75,87,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 25290 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

Total :	25290 sq ft	0/-	75,87,000 /-
----------------	-------------	-----	--------------





Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Vedansh Traders Private Limited 135, Foreshore Road, P.O.- Shibpur, P.S.- Shibpur, Howrah, District-Howrah, West Bengal, India, PIN - 711102 PAN No.: AAACV8876C,Aadhaar No Not Provided, Status :Organization, Executed by: Representative, Execute by: Representative



Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Usha Projects Private Limited 9/1, Syed Amir Ali Avenue, 2nd Floor, P.O:- Jhowtolla, P.S:- Beniapukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AAACU7929H,Aadhaar No Not Provided, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr Ajay Ram Nagar Son of Late Lakshman Ram Nagar Date of Execution - 16/12/2019, , Admitted by: Self, Date of Admission: 16/12/2019, Place of Admission of Execution: Office</p>			<i>Ajay Ram Nagar</i>
	<p>Dec 16 2019 1:57PM LTI 16/12/2019 16/12/2019</p>			
	<p>493/C/A, G.T. Road South, Vivek Vihar, Phase V, Flat No: 5A, P.O:- Shibpur, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711102, Sex: Male, By Caste: Hindu, Occupation: Business Citizen of: India, , PAN No.:: ABTPN5333R,Aadhaar No Not Provided Status : Representative, Representative of: Vedansh Traders Private Limited (as Director)</p>			
2	Name	Photo	Finger Print	Signature
	<p>Mr Jaybindra Thakur (Presentant) Son of Late Bishnu Thakur Date of Execution - 16/12/2019, , Admitted by: Self, Date of Admission: 16/12/2019, Place of Admission of Execution: Office</p>			<i>Jaybindra</i>
	<p>Dec 16 2019 1:58PM LTI 16/12/2019 16/12/2019</p>			
	<p>Santinagar Colony, Block/Sector: Building No : 9, Flat No: 304, P.O:- Liluah, P.S:- Liluah, District:- Howrah, West Bengal, India, PIN - 711204, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHMPT0144N,Aadhaar No Not Provided Status : Representative, Representative of: Usha Projects Private Limited (as Authorized singnatory)</p>			

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Satya Charan Koley Son of Late Paritosh Koley Jagannathpur, P.O:- Nalikul, P.S:- Haripal, District:-Hooghly, West Bengal, India, PIN 712407</p>			<i>Satya Charan Koley</i>
	16/12/2019	16/12/2019	16/12/2019

Identifier Of Mr Ajay Ram Nagar, Mr Jaybindra Thakur

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Vedansh Traders Private Limited	Usha Projects Private Limited-32.7277 Dec
2		Usha Projects Private Limited-32.7277 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Vedansh Traders Private Limited	Usha Projects Private Limited-12645.00000000 Sq Ft
2		Usha Projects Private Limited-12645.00000000 Sq Ft

Endorsement For Deed Number : I - 051307077 / 2019

On 16-12-2019

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, Article number : 41 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:54 hrs on 16-12-2019, at the Office of the D.S.R. - II HOWRAH by Mr Jaybindra Thakur .

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 16,21,09,600/-

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

Execution is admitted on 16-12-2019 by Mr Ajay Ram Nagar, Director, Vedansh Traders Private Limited, 135, Foreshore Road, P.O:- Shibpur, P.S:- Shibpur, Howrah, District-Howrah, West Bengal, India, PIN - 711102

Identified by Mr Satya Charan Koley, . . Son of Late Paritosh Koley, Jagannathpur, P.O: Nalikul, Thana: Haripal, . Hooghly, WEST BENGAL, India, PIN - 712407, by caste Hindu, by profession Service

Execution is admitted on 16-12-2019 by Mr Jaybindra Thakur, Authorized signatory, Usha Projects Private Limited, 9/1, Syed Amir Ali Avenue, 2nd Floor, P.O:- Jhowtolla, P.S:- Beniapur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr Satya Charan Koley, . . Son of Late Paritosh Koley, Jagannathpur, P.O: Nalikul, Thana: Haripal, . Hooghly, WEST BENGAL, India, PIN - 712407, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39/- (E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 39/-

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0513-2019, Page from 233451 to 233482
being No 051307077 for the year 2019.



Digitally signed by PANCHALI MUNSHI
Date: 2019.12.19 11:14:12 +05:30
Reason: Digital Signing of Deed.

Panchali Munshi

(Panchali Munshi) 2019/12/19 11:14:12 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
West Bengal.

(This document is digitally signed.)

