1921/15 01273/15

भारतीय गैर न्यायिक

भारत

पचास रुपये

FIFTY RUPEES

रु.50

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

R 867613

Additional Registrar of Assurances-III, Kolkata

A.R.A. III

Additional Registrar of Assurances-III Kolkata

- 5 MAR 2015

THE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that WE, (1) **SRI TAPAN DHAR,**

309352

A Sengupta

NAME.....
ADD.....
Rs.....
20 FEB 2015
S. CHATTERJEE
Licensed Vendor
Govt. Court
2 & 3, B.T. Road, Kol-1

20 FEB 2015

Sapan Kr. Dhar.

760

Sapan Kr. Dhar.

Identified by me
Tanusree Dhar
Wife of
Mr. Santanu Dhar
3, Park Lane
Kolkata - 700016
P.S. Park Street
House wife

Additional Registrar of Assurances-III
Kolkata

(Pan : AIFPD3038C) son of Late Salil Kumar Dhar, by occupation - Service , (2) **SMT. LATA DHAR, (Pan : BAMPD0518F)** wife of Late Anjan Dhar, by occupation -Service , (3) **SMT. ADRITA DHAR, (Pan : BAMPD0653B)** daughter of Late Anjan Dhar, by occupation - Service, (4) **SRI SUBHAS KUMAR DHAR, (Pan: AUYPD7410K)** son of Late Joytish Chandra Dhar, by occupation - Businessman , (5) **SRI SOMEN KUMAR DHAR, (Pan: ADLPD4827G)** by occupation -Businessman , (6) **SRI SANTANU DHAR, (Pan: ADMPD2668N)** by occupation -Businessman ,both sons of Late Samir Kumar Dhar, (7) **SMT. MONIKA DHAR, (Pan : AYHPD2397J)** by occupation -Housewife, wife of Late Sudam Dhar, all are by faith – Hindu, all by Nationality – Indian, all residing at 3, Park Lane, within the ambit of park street police station, Kolkata – 700 016, do hereby state as follows :

WHEREAS We are seized and possessed of and/or otherwise well and sufficiently entitled to as absolute joint owners of **ALL THAT** piece and parcel of land containing an area 5 Cottahs 4 Chittacks 36 sq. ft. land be the same a little more or less together with structure situate and lying at Premises No. 3, Park Lane, within the ambit of Park Street police station, Kolkata – 700 016 within the limits of the Kolkata Municipal Corporation, Ward No. 61, comprised in South division Block No. X, Holding no.63 (hereinafter referred to as the "**said Premises**") morefully and particularly described in the schedule hereunder written.

WHEREAS That by a Development Agreement dated 25.2.2015 and recorded and registered in Book No. I, CD Volume No. 18 , Pages Nos. 4292 to 4304 being Deed No. 2376 at the office of Addl. Registrar of Assurances-II, Kolkata (hereinafter referred to as "the **SAID AGREEMENT**" the Owners have appointed **M/S. AADS Infrastructure (Pan : AAXFA2917K),** a partnership firm having its registered office at 175/J Manicktala Main Road, Kolkata-700 054, within the ambit of Phool Bagan police station hereinafter referred to as the "**DEVELOPER**" of the said premises, to develop the said premises on the terms and conditions contained in "**the said Development Agreement**" dated 25-02-2015.

WHEREAS In terms of the said Agreement, the Owners are desirous of appointing the Developer, as their true and lawful attorney to do execute and perform all acts deeds and things relating to the said premises and the

761

Lata Dhar

762

SK Dhar

(Subhas Ku. Dhar)

763

(Somen Kumar Dhar)

764

Aditi Dhar

765

Hanuka Dhar

25 FEB 2016

Manuka Dhar

development thereof and transfer of the Developer's Allocation as hereinafter contained.

KNOW ALL MEN BY THESE PRESENTS WITNESSETH THAT, WE, (1) SRI TAPAN DHAR, (2) SMT. LATA DHAR), (3) SMT. ADRITA DHAR, (4) SRI SUBHASH KUMAR DHAR, (5) SRI SOMEN KUMAR DHAR, 6) SRI SANTANU DHAR, (7) SMT. MONIKA DHAR, do hereby nominate, constitute and appoint **M/S. AADS Infrastructure (Pan : AAXFA2917K)**, a partnership firm having its registered office at Premises no. 175/J, Maniktalla Main Road, within the ambit of Phool Bagan police station, Kolkata 700054 and represented by two of its partners namely **(1) MR. ANINDYA SENGUPTA** son of Sri. Arun Kanti Sengupta and residing at Premises No. 175/J, Maniktala Main Road, within the ambit of Phool Bagan police station, Kolkata – 700 054, and **(2) MR. SANTANU DHAR** son of Late Samir Kumar Dhar and residing at Premises No. 3, Park Lane, within the ambit of park street police station, Kolkata – 700 016, as our true and lawful Attorneys, hereinafter jointly called and referred to as "**the said Attorney**" to do all or any of the following acts, deeds, matters and things in respect of "**the said premises**" in our name and on our behalf that is to say :

1. To enter into, hold and guard the said Premises and its boundaries.

2. To warn off and prohibit, and if necessary, proceed against under due form of law, against all or any trespassers on the said Premises or any parts thereof and to take appropriate steps, whether by legal action or otherwise and to abate all nuisance.

3. To preserve, maintain, protect and look after the said Premises and construct a multistoried building, the Plan of which has been submitted for sanction / approval to the Kolkata Municipal Corporation.

4. To engage the services of any contractor/sub-contractor if deemed necessary by the Attorney.

5. To construct or reconstruct the new building/s at the said premises and for that to demolish the existing structures thereon.

766

(SANJANU DHAR)

AADS INFRASTRUCTURE

Partner

769

AADS INFRASTRUCTURE

Partner

(ANINDYA SENGUPTA)

Tanusree Dhar

Sub-Registrar Sadar Howrah

2015

6. To apply for and submit such plan for sanction including any modification, revision, alterations and/or renewal that may be required by the Kolkata Municipal Corporation and to pay fees for obtaining such sanction and thereafter obtain all permissions, sanctions and/or consents as will be necessary from time to time.

7. To apply for and obtain such certificates and other permissions, consents, no objections and clearances as may be required for mutation and/or conversion of the said Premises.

8. To sell and/or enter into Agreement for sale with prospective buyers in respect of all the flats and/or units in the proposed new multistoried building that is proposed to be constructed at the said premises, which would be comprised in the Developer's allocation at such price and to such intended purchaser or purchasers as the said Attorney shall in his discretion deem fit and proper. Be it mentioned herein that the Developer's allocation is 40% of the entire constructed area of the Building to be constructed on the said premises after handing over possession of 60% of the building to the Owners being Owners allocation including proportionate share in the common facilities and amenities.

9. To receive from the intending purchaser or purchasers in respect of the portion under Developer's allocation any earnest money and/or advance as also balance of entire consideration amount and to give good and valid receipt and discharge for the same which will protect the purchaser/purchaser's money to be received by our aforesaid Attorney towards consideration shall have to be deposited in the account of the Attorney.

10. To sign all other deeds, instruments and assurances as the Attorney shall consider necessary and to enter into and/or agree to enter into any such covenants and conditions as may be required for fully and effectually conveying the said premises in respect of Developer's allocation.

11. To present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub-Registrar-Alipore, Additional Sub-Registrar Alipore as also the Registrar of Assurances, Kolkata, having authority of having the said conveyances registered and to do all such acts and deeds which the said Attorney shall consider necessary for conveying the said premises under Developer's allocation to the intending purchasers as fully and effectually as we could do had we been present personally.

12. To represent the Owners and to complete the sale and/or transfer of Developer's Allocation including the undivided share in the land of the said premises in terms of the said Agreement.

13. To negotiate, take bookings, enter into agreements and/or documents of whatsoever nature in respect of Developer's Allocation or any part thereof and if necessary to amend, modify, alter or cancel the same.

14. To market the New Building/s project, advertise and publicize the New Building/s and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same

15. To apply for and obtain Completion or Occupancy Certificate, as the case may be from Kolkata Municipal Corporation and/or other concerned authorities.

16. To apply for Electricity, sewerage, drainage, lift, generator, water and other connections and for that purpose to make and sign necessary papers and applications in our name and to make payment of all fees, charges and expenses in respect thereof on our behalf.

17. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including suits, writs and arbitration

proceedings and demands, touching or concerning any of the matters aforesaid or any other matters relating to the Said Premises or any part thereof, and also, if thought fit, to compromise, refer to arbitration, abandon, submit or judgment or become non-suited in any such action or proceeding as aforesaid, before any Court, Civil, Criminal or Revenue, including, Rent Controller and Small Causes Court. Be it expressly made clear that the aforesaid actions will be only for the purpose of protecting and preserving the Said Premises in favour of the Grantor.

18. To accept notices and service of paper/summons from any Court, Tribunal, Postal and/or other authorities and/or persons on our behalf. All such acceptance of service shall be notified to us as the Grantor of the Power within 3 (three) days from the date of service thereof.

19. To receive and pay and/or deposit all moneys, including Court fees and to receive refunds including sale prices, earnest moneys, rents, premiums or other considerations and to grant valid receipts and discharges in respect of Developer's allocation.

20. To make, sign, verify, affirm any plaint, petition including Writ petition or other petition under any Article of the Constitution of India, application, claims, objections, affidavits, vakalatnama, Warrant of Attorney, letter, etc. of all kinds and to file them before any appropriate Court, office, department or authority in respect of the said premises and/or part thereof and to defend the same and/or prosecute the same in our name and on our behalf as our Attorney deems fit and proper.

21. To retain, employ and discharge any counsel, vakil, advocate, attorney, solicitor, agent, pleader and to conduct and defend all present and future proceedings and to pay the costs, charges and expenses incurred in such litigations/proceedings in respect of "the said premises".

22. To act, appear and represent before any Judge, Court, Rent Controller, Tribunal, Board of Revenue, Registrar, Officer and Inspector etc. including KMC, Urban Land Ceiling Department, Police, Survey, CESC or any other Statutory Authority or authorities including Land Acquisition authorities for all matters (including mutation or conversion) and Government Departments and/or officers and also all other Central or State Executives, Judicial or Quasi-judicial, Municipal and other authorities and to do all things necessary including signing of papers, documents, affidavits, declarations etc. in connection with "the Said Premises" in respect of Developer's allocation.

23. To appear and represent us before Notary Public, Metropolitan or other Magistrate and other officer or officers and authorities in connection with affirmation of any agreement/deed/instrument /declaration or writing signed or made by the said Attorney by virtue of the powers hereby conferred.

24. To pay all charges, municipal and other taxes, Khaznas, Rent, Revenue and other charges whatsoever payable on account of "the said premises" to Corporation, CESC, Government Authority or any other Statutory Authority as may be required and to obtain receipt for payment of the same and for such purpose to do all things that may be necessary.

25. To employ Solicitors, Advocates, and/or agents and to pay the costs, charges and expenses incurred in any litigation/proceeding in respect of the said premises.

26. To sign, issue, conduct, deliver as the case may be all letters, applications, summons or correspondence, notices that from time to time as may be required or be deemed to be necessary in relation thereto.

27. To apply for and obtain licenses, permits, certificates, sanctions, clearances from Governments, Municipality, Police or other statutory or non-statutory authorities and for that purpose to execute or give such agreements, undertakings and declarations, guarantees or the like as may be requisite or called for.

28. To execute and perform any other act deed matters and things whatsoever which ought to be done executed and performed and which in the opinion of the said Attorney ought to be done executed and performed for the purposes aforesaid as fully and effectually to all intents and purposes as we could do it being our intent and desire that all maters and things in respect of the said premises shall be under the full direction and supervision of the said Attorney.

29. To realize, receive, accept the consideration or purchase price payable for "the said premises" in respect of the Developer's allocation by the intending purchaser/s in connection with such sale as aforesaid and upon receipt thereof or any part thereof to give and issue valid proper and effectual receipts and discharges for the same.

30. To appear and represent us before the Registrar or Sub-Registrar or any other officer and Authority and present any such conveyance and/or conveyances for registration to admit execution and receipt of consideration in respect of the Developer's allocation before the Sub-Registrar or Registrar or Additional Registrar of Assurances having authority for and to have the said conveyances registered and to do all deeds acts and things which our said Attorney shall consider necessary for conveying in respect of "the said premises" relating to the Developer's allocation.

31. To appear and represent us before all Registration Authorities for or in connection with registration of any deed/s, agreement/s or instrument/s executed by the said Attorney under the powers in that behalf contained in these presents and to sign, affirm, submit and

deliver as the case may be all required papers, declarations, forms as may be required for or in connection with registration.

32 Subject to our approval to negotiate for the sale of "the said flats multistoried building" in respect of the Developer's share and sale and dispose off such flats and for that purpose to settle the terms of sale and terms of the agreement for sale relating to such flats as mentioned above and to sign, execute and deliver all necessary sale deed or deeds and/or instruments in connection therewith and further manage, control and supervise "the said premises" in respect of the Developer's allocation.

33. To appear and represent us being Grantor of this Power effectively before all authorities and make submissions, give commitments or undertakings, as be required as may be deemed fit and proper. Photocopies of all such documents are to be forwarded to the Grantor within seven (7) days of receipts thereof.

34. To deposit all sale proceeds receivable by us in our Bank Account.

35. This Power of Attorney is being granted in favour of our said Attorney without any consideration and no interest or right of the attorney is created on the property which is the subject matter of this power of attorney.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said premises/premises or any part thereof which the Owners herself could have lawfully done under their own hand and seal, if personally present.

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

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land containing an area 5 Cottahs 4 Chittacks 36 sq. ft. land be the same a little more or less together with pucca structure comprising of Two storied dwelling house having an area of 2400 sq.ft more or less (100 years old) having cemented flooring, situate and lying at Premises No. 3, Park Lane, P.S. – Park Street, Kolkata – 700 016 within the limits of the Kolkata Municipal Corporation, Ward No. 61, comprised in South division Block No. X, Holding no.63, which is butted and bounded in the manner as follows:-

ON THE NORTH	:	Premises No. 4, Park Lane;
ON THE SOUTH	:	Premises No. 2, Park Lane; (CESC);
ON THE EAST	:	26ft wide park lane;
ON THE WEST	:	Premises No. 1, Royd Lane ;

IN WITNESS WHEREOF the Owners have executed this Power of Attorney on this 25th day of FEBRUARY 2015

SIGNED AND DELIVERED

At Kolkata in the presence of :

1. Pushpa Dhar
S/o Subhas Ku. Dhar
3 Park Lane
Kol-16

- Tapan Kr. Dhar.
- Lata Dhar
- Aditi Dhar
- S. K. Dhar
(Subhas Ku Dhar)
- (Somen Kumar Dhar)

2. Paramita Dhar
W/o Vaskar Dhar
3, Park Lane
Kolkata - 16

(SANTANU DHAR)

AADS INFRASTRUCTURE
Partner

AADS INFRASTRUCTURE
Partner

WE ACCEPT THE POWER

Drafted by

Parama Sengupta Chowdhury,
Advocate
High Court, Calcutta
Enrolment No : F/2091/2010

Government Of West Bengal

Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 01273 of 2015
(Serial No. 01921 of 2015 and Query No. 1903L000002569 of 2015)

On 25/02/2015

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

Presented for registration at 18.40 hrs. on :25/02/2015, at the Private residence by Tapan Dhar , one of the Executants.

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

Execution is admitted on 25/02/2015 by

1. Tapan Dhar, son of Lt. Sati Kumar Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
2. Lata Dhar, wife of Lt. Anjan Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
3. Adrita Dhar, daughter of Lt. Anjan Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
4. Subhas Kumar Dhar, son of Lt. Anjan Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Service
5. Somen Kumar Dhar, son of Lt. Samir Kumar Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Business
6. Santanu Dhar, son of Lt. Samir Kumar Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : Business
7. Monika Dhar, wife of Lt. Sudam Dhar , 3, Park Lane, P. S. - Park Street, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste Hindu, By Profession : House wife
8. Arindya Sengupta
   Partner, M/s. A. A. D. S. Infrastructure, 175/ J, Maniktala Main Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700054.
   By Profession : Others
9. Santanu Dhar
   Partner, M/s. A. A. D. S. Infrastructure, 3, Park Lane, Kolkata, District:-, WEST BENGAL, India, Pin :-700016.
   By Profession : Others

Identified By Tanusree Dhar, wife of Santanu Dhar, 3, Park Lane, Kolkata, District:-, WEST BENGAL, India, Pin :-700016, By Caste: Hindu, By Profession: House wife.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 01273 of 2015

(Serial No. 01921 of 2015 and Query No. 1903L000002569 of 2015)

On 26/02/2015

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.- /

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

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 28/02/2015

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 28/02/2015

(Under Article : E = 7/- on 28/02/2015)

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 09/03/2015

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, Article number : 48(d) of Indian Stamp Act 1899.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrar of Assurance-I
Kolkata

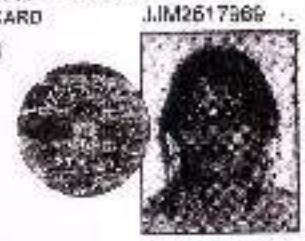
(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD JJM2617569

পরিচয় পত্র



Elector's Name Tanusree Dhar

নির্বাচকের নাম তনুশ্রী ধর

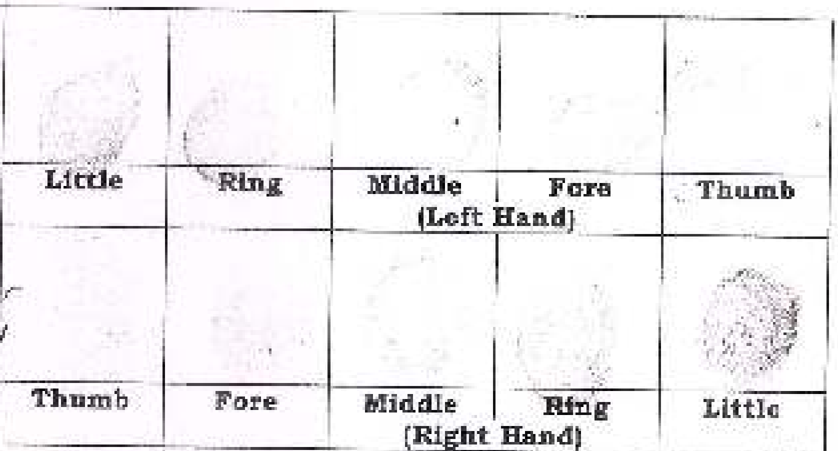
Husband's Name Santanu Dhar

স্বামীর নাম শান্তনু ধর

Sex	F
লিঙ্গ	স্ত্রী
Age as on 1.1.2006	33
1.1.2006 এ বয়স	৩৩

Tanusree Dhar

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants	
		 Little Ring Middle Fore Thumb (Left Hand) Thumb Fore Middle Ring Little (Right Hand)
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	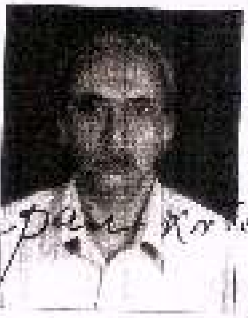 Sapan Kr [illegible]	 Little Ring Middle Fore Thumb (Left Hand) Thumb Fore Middle Ring Little (Right Hand)
	 Adrita Dhar	 Little Ring Middle Fore Thumb (Left Hand) Thumb Fore Middle Ring Little (Right Hand)

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
						
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		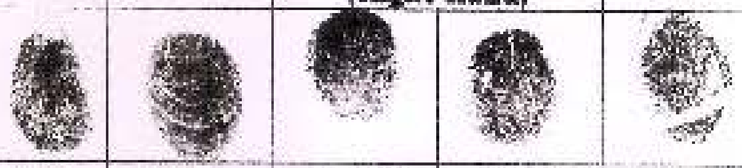				
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		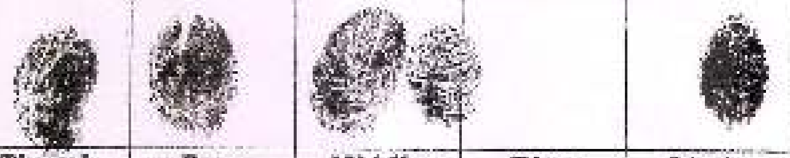				
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		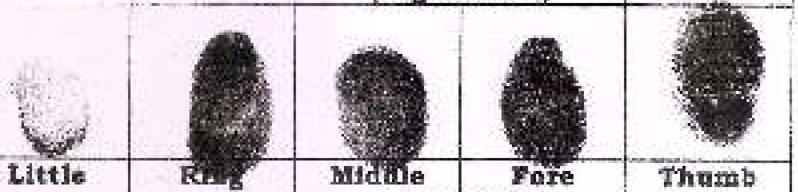				
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		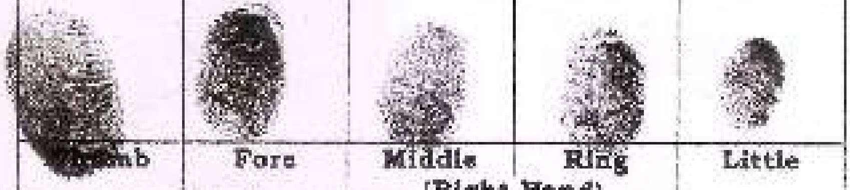				
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Page No.

SPECIMEN FORM FOR TEN FINGERPRINTS

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				(Right Hand)		
		Little	Ring	Middle	Fore	Thumb
				(Left Hand)		
		Thumb	Fore	Middle	Ring	Little
				(Right Hand)		

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 3
Page from 4207 to 4226
being No 01273 for the year 2015.

Additional Registrar of Assurances-III, Kolkata ★ Seal of the

(Sanatan Maity) 10-March-2015
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal