

OF

# ATTORNEY

BETWEEN

PRINCIPALS - SRI MANISH PATITUNDA & ANOTHER

### AND

ATTORNEY - M/S. DREAMPARADISE PROPERTIES PVT. LTD.

#### DRAFTED BY:

Mr. Kalipada Charan, Advocate,

Bar Association, Sealdah Court Complex, Second Floor, Room No. 201, Kolkata – 700 014.



্ব পশ্চিমবঞা पश्चिम वंगाल WEST BENGAL

V 632696

Lagran War

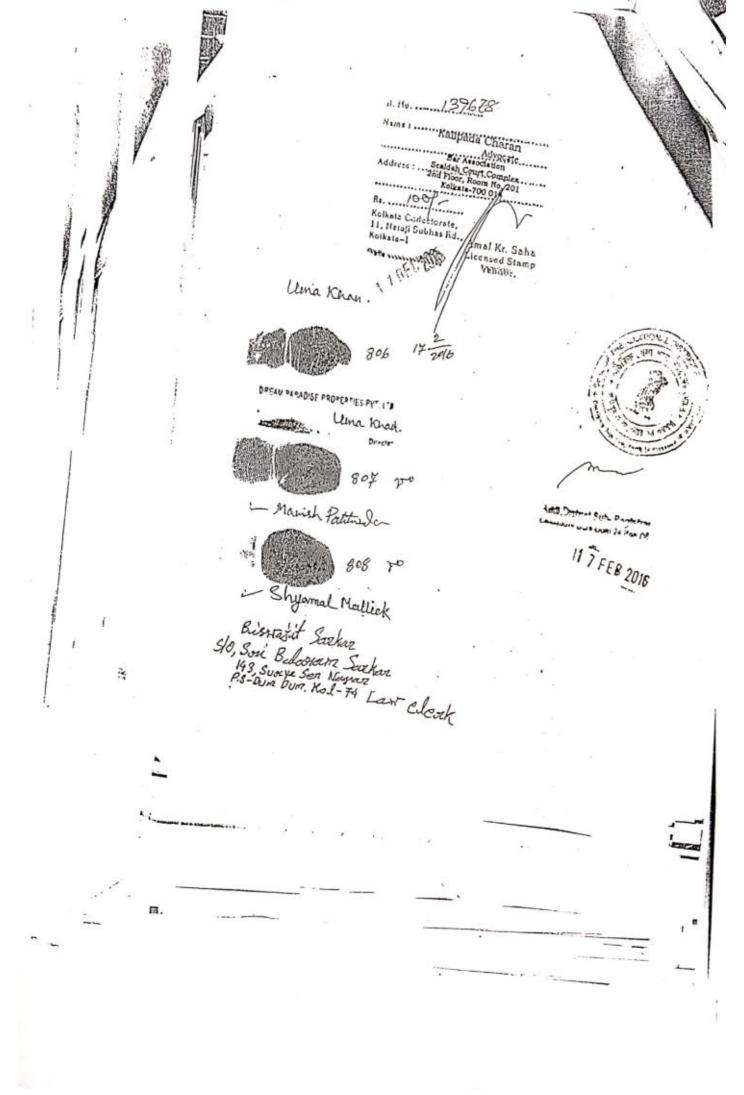
Certisis that me assumen is situation in reports for. The Signature break and endouncement Share and endouncement share and endouncement of the particles are amount accessed. Signature Sciences, Juny Duen. 24-76. United

1 8-FEB 2016

# AFTER REGISTRATION OF THE DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS We, (1) SRI MANISH PATITUNDA (having Pan AGMPT0460F), son of Sri Hrishikesh Patitunda, by faith - Hindu, by nationality - Indian; by occupation - Business, residing at Premises No. 3, Khalishakota Pally, Post Office - Birati, Police Station - Dum Dum, Kolkata - 700 051, District - North 24 Parganas and (2) SRI SHYAMAL MALLICK (having Pan AJKPM3305P), son of Late Lakshmi Kanta Mallick, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3, Khalishakota Pally, Post Office - Birati, Police Station - Dum Dum, Kolkata - 700 051, District - North 24 Parganas, SEND GREETINGS.

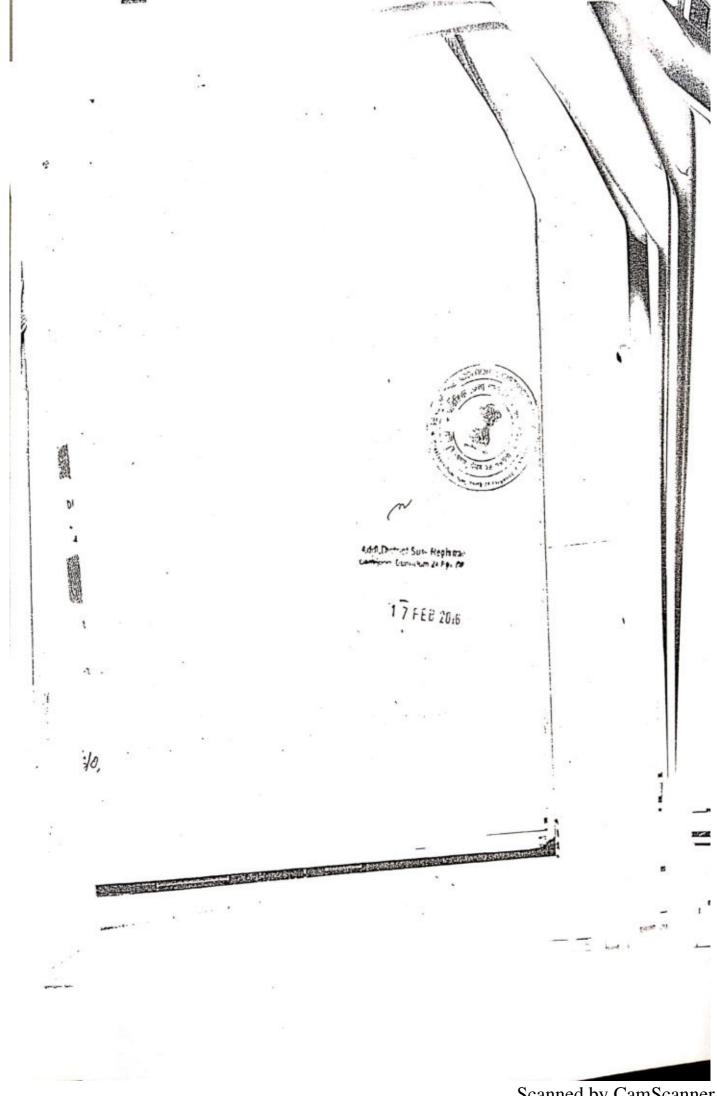
Page 1 of 10



WHEREAS We, the Principals herein, are the absolute owners to the extent of our undivided respective share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of a plot of sali at present bastu land hereditaments and premises containing by estimation an area of 06 Cottahs 04 Chittacks be the same a little more or less together with tile shed structure thereon measuring 1000 Sq.ft. including all easement rights and appurtenances thereto lying situate at Mouza - Sultanpur, J.L. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolikata comprised in R.S. Dag No. 1890 under Sabek Khatian Nos. 757 Ka & 766 corresponding to R.S. Khatian Nos. 766 & 2225 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19, being Municipal Holding Nos. 60/1, K.K. Pally No.3, 224/7, K.K. Pally No.4 & 224/8, K.K. Pally No.4, Birati, Kolkata - 700 051, Additional District Sub-Registration office at Cossipore Dum Dum in the District of North 24 Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the 'SAID PROPERTY' free from all encumbrances whatsoever.

AND WHEREAS by virtue of a Development Agreement dated 17th day of December, ... 2015 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506 - 2015, Pages 279680 to 279719, Being No. 150612265 for the year 2015 executed by us as the Owners of the One Part and M/S. DREAMPARADISE PROPERTIES PVT. LTD. (having Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office & Police Station -Shibpur, District - Howrah, Pin - 711 102 and branch office at Premises No. 81, Gola Ghata Road, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata -700 048, District-North 24 Parganas, being represented by its Director namely SMT. UMA KHAN (having Pan BBRPK6795D), daughter of Sri Prasad Chandra Khan, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office & Police Station Shibpur, District - Howrah, Pin - 711 102 as the Developer of the Other Part, We have jointly agreed to develop the said Property more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.

Page 2 of 10



Scanned by CamScanner

IND WHEREAS at the treaty of the said Development Agreement We have jointly agreed to execute a Development Power of Attorney in favour of the said Developer as it may direct in order to enable it to get the Plan to be sanctioned by the North Dum Dum Municipality and other appropriate authority and to do all other acts, deeds and things in relation to the development of the said Property.

AND WHEREAS the Developer has requested us to grant the said Development Power of Attorney in favour of the said Developer which We hereby done and executed by these presents.

NOW KNOW YOU AND THESE PRESENTS WITNESSETH that We, do hereby jointly nominate, constitute and appoint M/S. DREAMPARADISE PROPERTIES PVT. LTD. (having Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office & Police Station - Shibpur, District -Howrah, Pin - 711 102 and branch office at Premises No. 81, Gola Ghata Road, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District-North 24 Parganas, being represented by its Director namely SMT. UMA KHAN (having Pan BERPK6795D), daughter of Sri Prasad Chandra Khan, by faith -Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office & Police Station - Shibpur, District - Howrah, Pin - 711 102 to be our true and lawful constituted Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz

- To hold, occupy, defend possession of the said Property or any part or parts thereof on behalf of us relating to proposed Development
- To prepare building plan for development of the said Property described in the First Schedule hereunder written and to submit the same to the North Dum Dum Municipality for obtaining approval to the same, to submit proposals from time to time for the amendments of such Building Plan, if necessary, to the said Municipal Authority for the purpose of obtaining approval to such amendments and to sign our names on the Site Plan, proposed Building Plan, sanctioned building Plan, modified building plan etc. in our names and on our behalf. Page 3 of 10

To enter upon the said Property or any part or parts thereof either alone or alongwith others for the purpose of commencing construction work on the said Property and erecting new building thereon.

- To supervise the development work in respect of the building on the said Property and to carry out and/or to get carried out through Contractors or Sub-Contractors and/or in such manner as may be determined by the said Attorney, to erect the construction of the building on the said Property in accordance with the plan and building on the said Property in accordance with the plan and specifications to be sanctioned by the North Dum Dum Municipality and other concerned authorities and in accordance with all the applicable rules and regulations made by the Government of West Bengal, North Dum Dum Municipality, Town Planning Authorities, Police Authorities, Fire Fighting Authorities, and/or other concerned authorities in that behalf for the time being.
- 5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and in all its Departments, North Dum Dum Municipality and/or Town Planning Department and other concerned authorities in connection with the development of the said Property.
- To appear and represent us before all concerned authorities and parties as may be necessary in connection with the development of the said Property as aforesaid.
- 7. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Property as also construction of building thereon and to pay their fees, consideration moneys, salaries and/or wages.
  - 8. To pay various deposits to the North Dum Dum Municipality as may be necessary for the purpose of carrying out the development work on the said Property and construction of the building thereon and to claim refund of such deposits so paid by the Attorney and to give valid and effectual receipts in our names and on our behalf in connection with the refund of such deposits.

Page 4 of 10

To approach the officers of the North Dum Dum Municipality for the purpose of obtaining various permissions and other service connections including water connection for carrying out and completing the development of the said Property and construction of building thereon and also to obtain water connection and service connection to the building to be constructed.

- To make necessary applications to the Calcutta Electric Supply Corporation
  Ltd. (CESC Ltd) and/or West Bengal State Electricity Board for obtaining
  electric power for the said Property and the building to be constructed
  thereon.
- 11. To make necessary representations including filing of complaints and appeals before the Assessor and Collector of North Dum Dum Municipality and other concerned authorities in regard to the fixation of rateable value in respect of the building on the said Property and/or any portion thereof by the Assessor and Collector of North Dum Dum Municipality.
- To apply from time to time for modifications of the Building Plan in respect of the building to be constructed on the said Property.
- 13. To apply for and obtaining water connection for the building to be constructed on the said Property and/or Occupation and Completion Certificate in respect of the said building or any part or parts thereof from the North Dum Dum Municipality and other concerned authorities.
- 14. To give such letters and writings and/or undertakings as may be required from time to time by the North Dum Dum Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the said Property as also in respect of the construction work of the said building thereon and also for obtaining Occupation and / or Completion Certificate in respect of the said building or any part or parts thereof.
- 15. To give necessary letters, writings and undertaking to the North Dum Dum Municipality, Fire Brigade Department for occupying the said building and / or obtaining necessary No Objection

Page 5 of 10

Certificate (NOC) from the said Department in connection with the said building.

- 16. To do all other acts, deeds, matters and things in respect of the said Property described in the First Schedule hereunder written including to represent before and correspond with the North Dum Dum Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plan for the construction of the proposed building to be carried out on the said Property and any other matters pertaining to the said Property.
  - 17. To hold and defend possession, manage and maintain the said Property and the said proposed new building or any part or parts thereof from time to time and conduct all correspondence relating to the said Property with any person or persons authority or authorities.
  - 18. To enter into Agreement or Agreements for Sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in land underneath the building to be constructed including undivided impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation at the said Property mentioned in the Third Schedule hereunder written to any intending Purchaser or Purchasers at such price which the said Attorney in its absolute discretion think fit and proper and/ or to cancel and / or repudiate the same save and except the allocation of the Owner more particularly mentioned and described in the Second Schedule hereunder written.

10

19. To receive from the intending Purchaser or Purchasers full consideration money and/or any earnest money and/or advance or advances and also the balance of consideration money at or before the completion of such sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in the land underneath the building to be constructed including undivided

Page 6 of 10

impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation more particularly mentioned and described in the Third Schedule hereunder written and to give good, valid receipt and discharge for the same which will protect the Purchaser or Purchasers without seeing the application of the money.

20. Upon such receipt as aforesaid in our names and as our act and deed to sign, execute and deliver any Conveyance or Conveyances in relation to the Developer's Allocation in favour of the said Purchaser or Purchasers or his / her / their nominees or assignees.

0

- 21. To sign and execute all other deeds, instruments and assurances which it will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said Developer's Allocation or any part or parts thereof as We could do ourselves.
- 22. To present any such agreement for sale, conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said agreement for sale and conveyance registered and to do all acts, deeds and things which the said Attorney shall consider necessary for conveying the said Developer's Allocation at the said Property or any part or parts thereof to the said Purchaser or Purchasers as fully and effectually, in all respects as We could do the same
  - 23. To insure the said Property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short circuits, bursting of gas cylinders, floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the said building and other assets and lives therein as the said Attorney may , think fit and proper.
    - To ask, receive and realize from all Occupiers or Purchasers of flats, units, shops, car parking spaces and other areas, charges, expenses, rates, cesses and other sums due or that might become due and payable by

Page 7 of 10

him/her/their and on non-payment to take appropriate steps for realization thereof.

- 25. To accept writ or summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent us and in connection therewith file appeals or revision or representation and to appoint Advocates and Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats, units, shops, car parking spaces and other areas or spaces pertaining to the Developer's Allocation more particularly mentioned and described in the Third Schedule hereunder written.
- 26. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on behalf of us.
- 27. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefor and to amalgamate all the plots of land comprised of the said property and / or with any other adjacent plot or plots of land and to mutate our names in the records of the concerned B.L. & L.R. office and North Dum Dum Municipality.
- Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.
- 29. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- 30. We hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the property by virtue of these presents and We hereby declare that We shall not do anything inconsistent with the Power of Attorney.
- 31. We hereby further declare that the powers and authorities hereby granted till the said Property is fully and properly developed as per Development Agreement and in accordance with the statutory provisions,

Page 8 of 10

# THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT piece or parcel of a plot of sali at present bastu land hereditaments and premises containing by estimation an area of 06 Cottahs 04 Chittacks be the same a little more or less together with tile shed structure thereon measuring 1000 Sq.ft. including all easement rights and appurtenances thereto lying situate at Mouza - Sultanpur, J.L. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolikata comprised in R.S. Dag No. 1890 under Sabek Khatian Nos. 757 Ka & 766 corresponding to R.S. Khatian Nos. 766 & 2225 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19, being Municipal Holding Nos. 60/1, K.K. Pally No.3, 224/7, K.K. Pally No.4 & 224/8, K.K. Pally No.4, Birati, Kolkata - 700 051, Additional District Sub-Registration office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as follows:

By the existing building of Sushil Kumar Saha; ON THE NORTH :

By the land of Chitta Ranjan Kundu;

Partly by 10' ft. wide Municipal Road and partly ON THE SOUTH

by the land of Ramaprasad Sharma; ON THE EAST

By others land. ON THE WEST

# THE SECOND SCHEDULE ABOVE REFERRED TO THE OWNERS' ALLOCATION

ALL THAT piece or parcel of an area of 5800 Sq.ft. more or less inclusive of 30% super built up area plus other amenities of the proposed building out of which two self contained residential Flats will be allocated to the Owners on the First Floor of the said building together with the undivided impartible proportionate share of land including all other common service areas, amenities and facilities to be appended thereto the said proposed building. Page 9 of 10

#### THE THIRD SCHEDULE ABOVE REFERRED TO (THE DEVELOPER'S ALLOCATION)

ALL THAT piece or parcel of the remaining areas save and except the Owners' Allocation mentioned in the Second Schedule hereinabove written together with undivided impartible proportionate share or interest in the land including all other common service areas, amenities and facilities to be appended thereto the said proposed building.

IN WITNESS WHEREOF We, the Principals and the Attorney herein, have set and subscribed our respective hands and seals on the 17th day of February,

#### SIGNED, SEALED AND DELIVERED

by the Principals at Kolkata in the presence of :-

1) Malepan Charge

2 Bierrajit Surker 143, Suscya Sen Nagar P.S-Oum Dun, Kol-74 SIGNED, SEALED AND DELIVERED

by the Attorney at Kolkata in the presence of :-

1) Kalipad Charce

21 Biswayut Sarkar

Drafted by:
Kalipada - Charon
(Kalipada Charan),
Advocate,
Eri'No. WB/881/86,
Bar Association,
Scaldah Court Complex,
Second Floor, Room No. 201,
Kolkata - 700 014.

Marish Patterle Shyemal Mullick

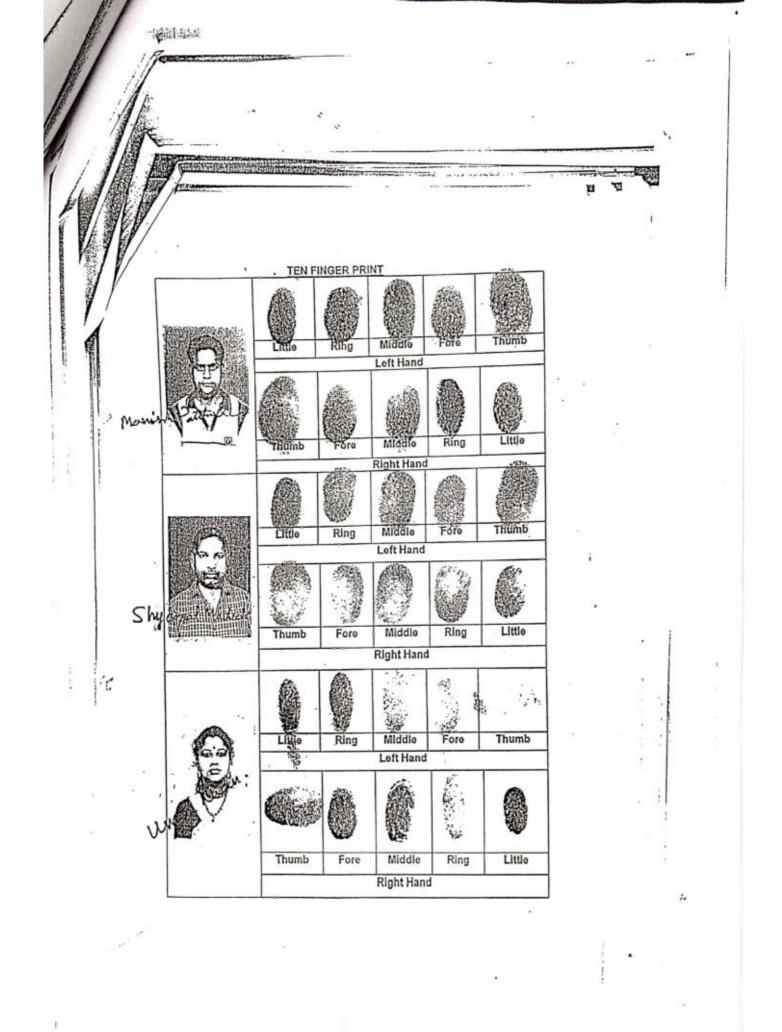
Signature of the Principals

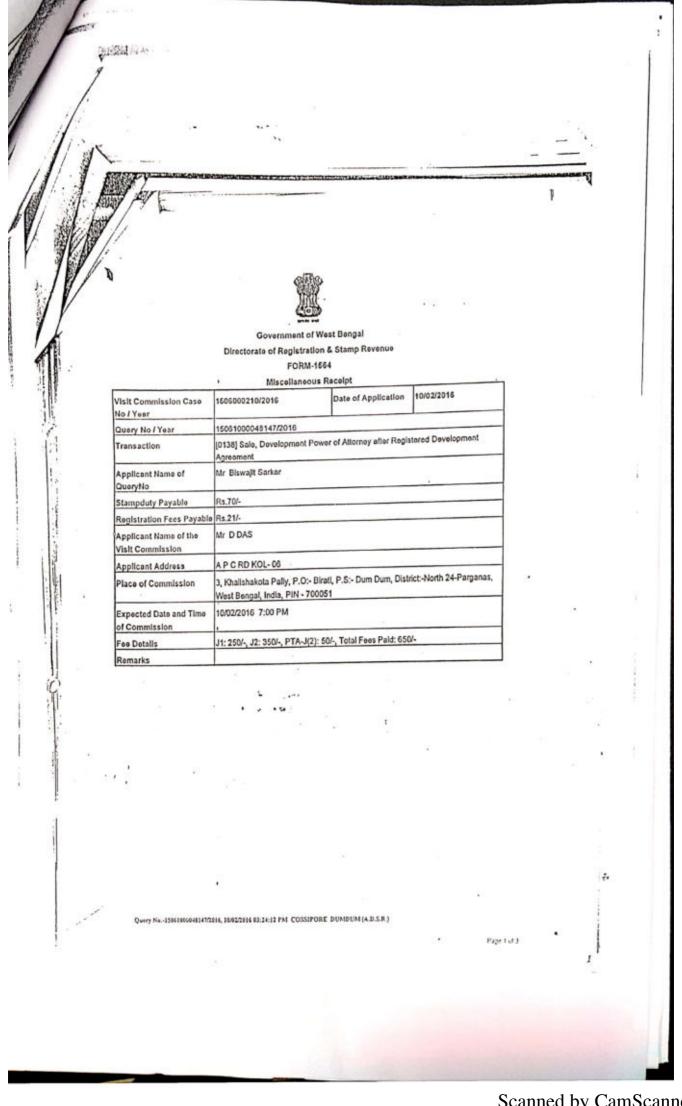
DREAM PARADISE PROPERTIES PVT.LTO

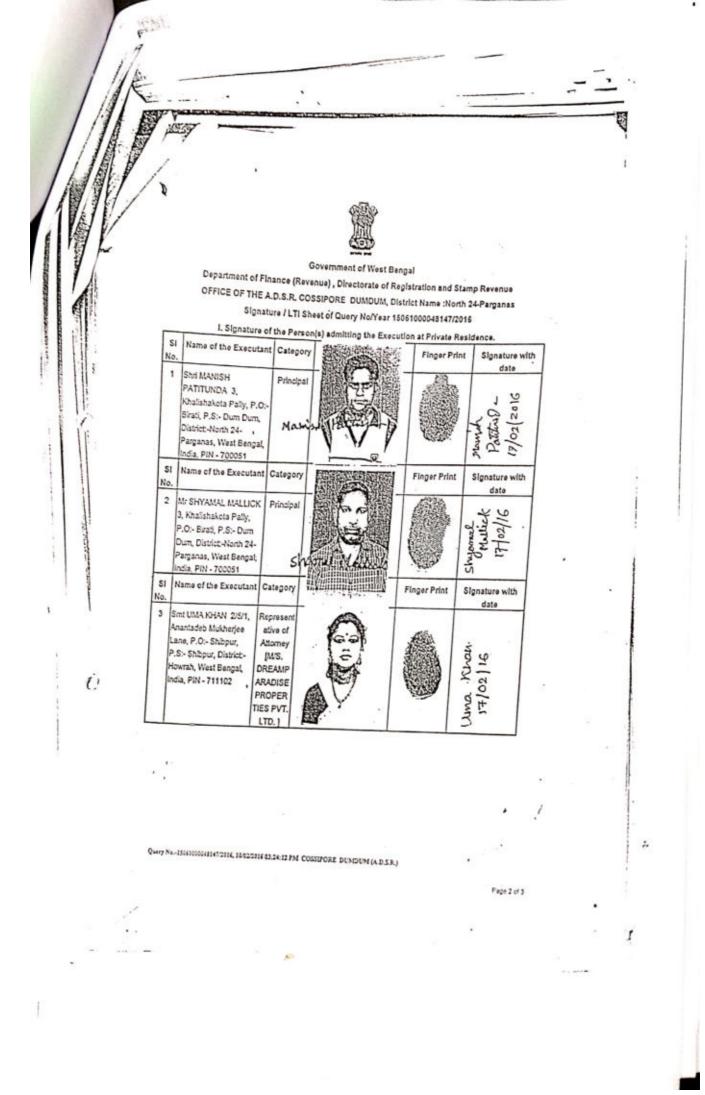
una Khan.

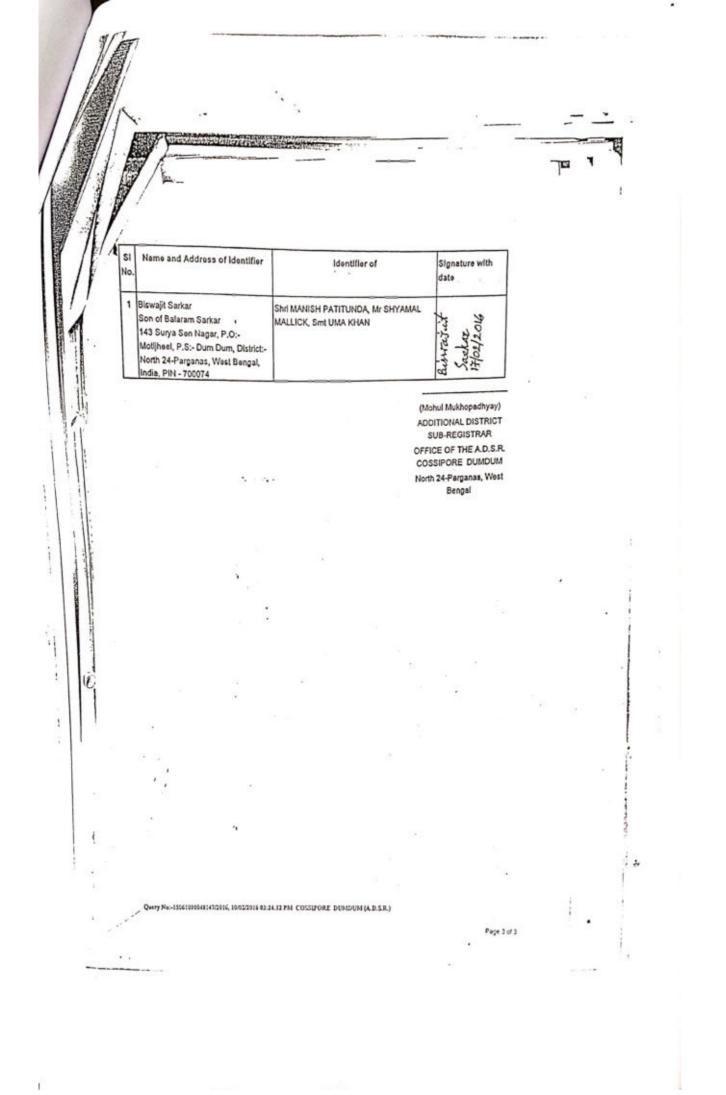
Signature of the Attorney

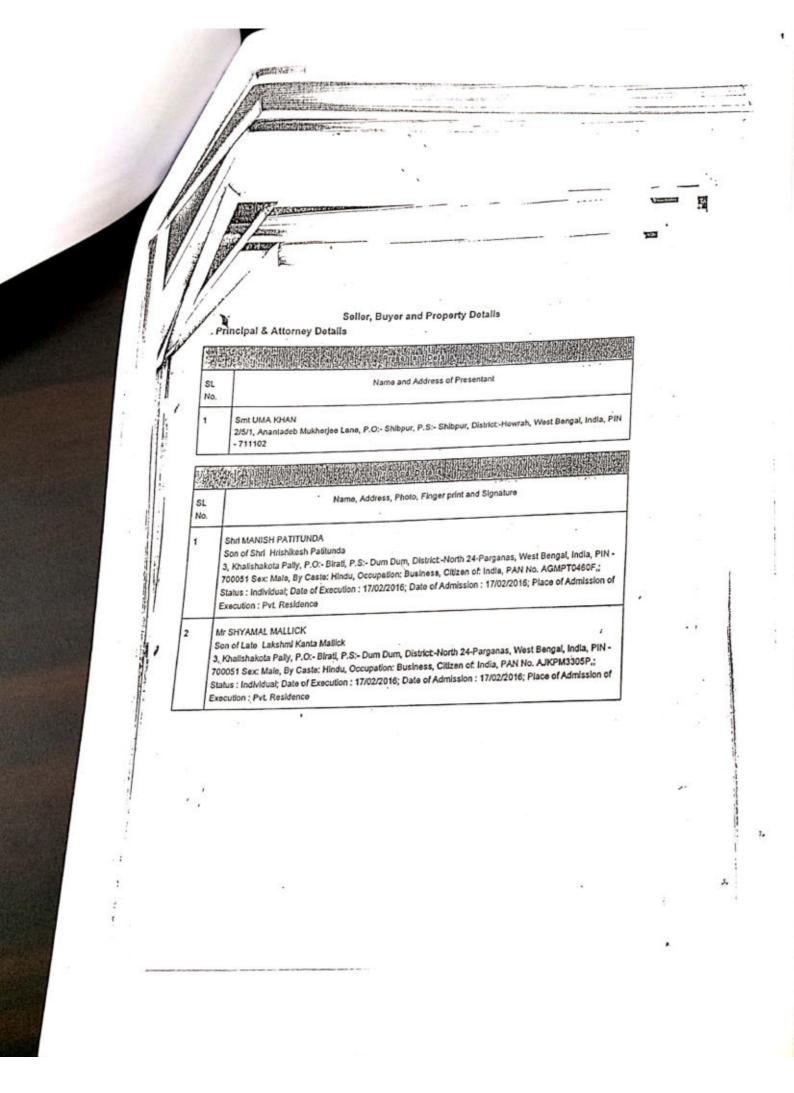
Page 10 of 10

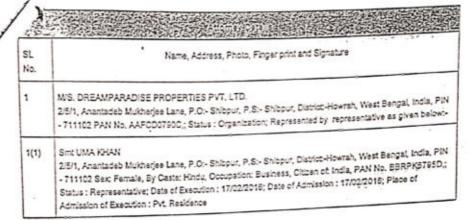












#### B. Identifire Details

SL No.	Identifier Name & Address	Identifier of	Signature
1	Sin all Sadar	SKH MANISH PATITUNDA, Mr SHYAMAL MALLICK, SITE UMA KHAN	

#### C. Transacted Property Details

Sch No.	Property Location	Plot No & Khatlan No/ Road Zone	Area of Land	Setforth Value(in Rs.)	Market Value(In Rs.)	Other Details
	District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalisha Kota Pally, Mouza: Sultanpur, Ward No: 19	RS Plot No 1890 , RS Khatlan No:- 766	6 Katha 4 Chatak	1/-		Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 10 FL, Adjacent to Metal Road.

19/02/2016 Query No.-15061000048147 / 2016 Deed No. 1 - 1500/01412 / 2016, Document is digitally signed.

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details .
F0	Gr. Floor	1000 Sq FL	0/-		Residential Use, Cemented Floor, Age of Structure: OYear, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	1000 Sq Ft.	1/-	3,00,000/-	Structure Type: Structure

Sch No.	Name of the Principal	Name of the Attorney	Transferred Area	Transferred Area In(%)
L1	Shri MANISH PATITUNDA	MS. DREAMPARADISE PROPERTIES PVT. LTD.	5.15625	50
	Mr SHYAMAL MALLICK	MS. DREAMPARADISE PROPERTIES PVT, LTD.	5,15625	50

Sch No.	Name of the Principal	Name of the Attorney	Transferred Area	Transferred Area In(%)
S1	Mr SHYAMAL MALLICK	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	500 Sq Ft	50
	Shri MANISH PATITUNDA	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	500 Sq Ft	50

#### D. Applicant Details

	carino applicant who has a comitted the tradustico datro
Applicant's Name	Blswajit Sarkar
Address	Thana: Dum Dum, District: North 24-Parganas, WEST BENGAL, PIN - 700074
Applicant's Status	Others

19/02/2016 Query No:-15061000048147 / 2016 Deed No :I - 150601412 / 2016, Document is digitally signed.

Dans 27 at 20

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	· Market Value(In Rs.)	Other Details
F0	Gr. Floor	1000 Sq Ft.	0/-		Residential Use, Comented Floor, Age of Structure: OYear, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	1000 Sq Ft.	1/-	3,00,000/-	Structure Type: Structure

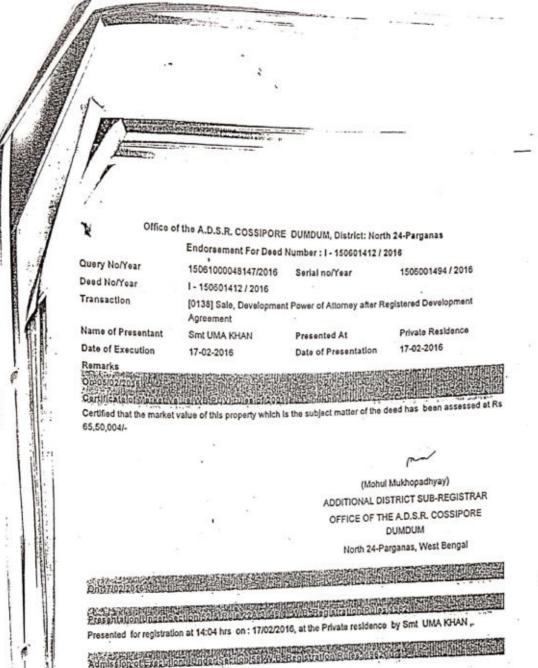
Sch No.	Name of the Principal	Name of the Attorney	Transferred Area	Transferred Area In(%)
	Shri MANISH PATITUNDA	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	5.15625	60
	Mr SHYAMAL MALLICK	M/S. DREAMPARADISE PROPERTIES	5.15625	50

Sch No.	Name of the Principal	Name of the Attorney	Transferred Area	Transferred Area In(%)
S1	Mr SHYAMAL MALLICK	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	500 Sq Ft	50
	Shri MANISH PATITUNDA	MS. DREAMPARADISE PROPERTIES PVT. LTD.	500 Sq Ft	50

## D. Applicant Details

Applicant's Name	Biswajit Sarkar
Address	Thana: Dum Dum, District: North 24-Parganas, WEST BENGAL, PIN - 700074
Applicant's Status	Others

Dana 27 -12



Execution is admitted on 17/02/2016 by

Shri MANISH PATITUNDA, Son of Shri Hrishikesh Patitunda, 3, Khalishakota Pally, P.O. Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Business Indetified by Biswajit Sarkar, Son of Balaram Sarkar, 143 Surya Sen Nagar, P.O. Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Law Clerk

Execution is admitted on 17/02/2016 by

Mr SHYAMAL MALLICK, Son of Late Lakshmi Kanta Mallick, 3, Khalishakota Pally, P.O: Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Business Indetified by Biswajit Sarkar, Son of Balaram Sarkar, 143 Surya Sen Nagar, P.O. Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Law Clerk

-19/02/2016 Query No:-15061000046147 / 2016 Deed No :1 - 150601412 / 2016, Document is digitally signed

Dans 20 at 20

