



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

No. 1608-100019650/19

X 431107

I certify that the document is admitted for registration in accordance with the provisions of the Registration Act, 1908 and the document is duly registered with this office for the purpose of registration.

Addl. District Sub-Registrar
Sonarpur, South 24 Parganas

[Handwritten Signature]
22/01/19



DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT POWER OF attorney is made on this the 22nd Day of January in the year Two Thousand and Nineteen(2019)

BETWEEN

1861 21/01/19 507

নং তার দিন :
যদিদার Nikhil Ghosh

নং 825, mahamayata Road.

শঙ্কর কুমার সরকার UOL-84
স্ট্যাম্প ডেপুটার
সোনাপুর এ্যা.ডি.এস.আর অফিস
মহ ১ম পল্লবনা

✓



Tapan Land
8/0 H. Land
Sonaarpur
UOL-150

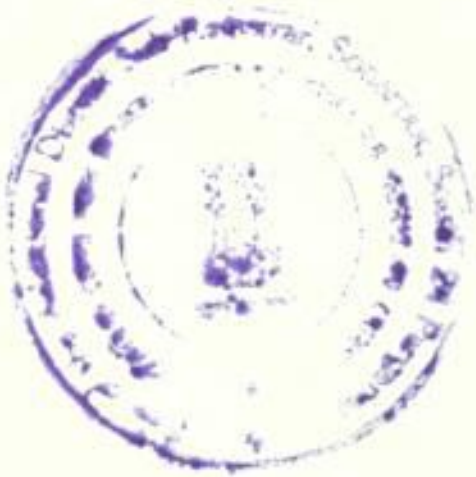
- (1) SRI NIKHIL GHOSH, (having PAN- ADMPG4391D) son of Late Haran Chandra Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at- 825, Mahamayatala Road, P.S- Sonarpur, Kolkata- 700084 hereinafter jointly called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, administrators, legal representatives and assigns) FIRST PART.

In this Power of Attorney the following additional expressions shall unless repugnant to the context shall have the meaning assigned there to :

The Attorney means "M/S. ETHA REALTY PRIVATE LIMITED", PAN : AADCE4909N, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 825, Mahamayatala Road, Police Station : Narendrapur, Kolkata : 700084, being represented by its Directors namely, (1) SRI. NIKHIL GHOSH, son of late Haran Chandra Ghosh, PAN- ADMPG4391D, (2) SMT. SOMA GHOSH, (PAN- AENPG2791K) wife of Sri Nikhil Ghosh, by faith – Hindu, by Occupation – Business, residing at 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, now Narendrapur, Kolkata – 700084, of the Attorney may from time to time appoint.

- I. "**Building Plan**" means the plan for construction of the buildings and other structures on the said Land which has already been sanctioned by the Rajpur-Sonarpur Municipality vide sanction Plan No-71/CB/26/42, DATED- 07.07.2018, their own fund which will be reimbursed by the developer to the owners .
- II. "**Customers**" means the persons who shall book and/or enter into agreements for purchasing and acquiring the Units and/or Parking's in the Project Complex.
- iii. "**Development Agreement**" means the agreement dated 22/01/2019 entered into by and between the Owners of the one part and registered in the office of the Additional District Sub Registrar, Sonarpur, in Book No.1 as Deed no. 298 of the year 2019 whereby and where under the Owners granted exclusive right of development of the

Nikhil Ghosh



said land to the Developer for constructing the project Complex on the said land at its own costs and expenses and in consideration of the Developer's Allocation and on the terms and conditions stated therein.

"Owners Allocation" Total commercial area i.e 1706. sq.mt in carpet which is divided into Five units in ground and 1st floor and 15 (Fifteen) car parking spaces Nos.(22 to 36) measuring about 289.27 sq.mtr. in basement with undivided proportionate share of land , Common facilities, common areas and common amenities i.e intercom, transformer, Generator, C.C TV, Community Hall, water treatment Plant (only Iron Remove) etc. only.

"Marketing" means marketing of the Project Complex.

"Developers' Allocation" means rest of (5410) Sq. Mt. carpet area comprising of 86 (Eighty Six) nos. self contained flats and 64 (Sixty Four) nos. of car parking spaces (39 nos. of open parking and 25 nos. Car Parking in basement.

"GRR" or "Gross Revenue Receipts" means the amounts that shall be received and/or generated upon booking or sale or transfer or marketing of the Units and Parking's comprised in the Project Complex and interest on delayed payment thereof by the Customers but does not include the maintenance deposit or maintenance charges Project Taxes, stamp duty, registration charges etc., which may be received or receivable by the Developer only from the Customers.

"Project" means a housing project with commercial spaces if any, to be constructed and developed on the said Land by the Developer in terms of this Agreement.

"Project Complex" means the said Land together with the buildings and other structures as shall be constructed or developed thereon by the Developer in pursuance of this Agreement.

SAID PROPERTY: shall always mean **ALL THAT** piece and parcel of land measuring as per deed 75 decimal. more or less lying and situated at Mouza – Elachi, R.S No- 223, Touzi Nos. 51,52,& 63/64, J.L. No. 70, R.S. Dag no. 140, R.S. Khatian no. 160, L.R Dag No- 126 , L.R. Khatian no. 3069, of Ward no 26 , Holding no. 620, S.N.Ghosh Avenue , under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality of



Ward no. 26 within Sub –Registration office at Sonarpur in the District South 24 Parganas , hereunder. “Units” means the residential flats or commercial spaces if any, comprised in the Project Complex and intended to be sold to the Customers. All other expressions used herein and defined in the Development Agreement shall have the same meaning as described in the Development agreement.

Whereas:-

- A. The Owners are the lawful Owners and/or/ raiyats of the said Land.
- B. By the Development Agreement the owners granted exclusive right of development of the said Land to the Developer for construction of the project Complex on the said Land at its own costs and expenses and in consideration of the Developer's Allocation and on the terms and conditions stated therein.
- C. Under the Development Agreement the Owners are obliged to execute a Power of Attorney in favour of the Developer for execution of the project Complex and for marketing the same in the name and on behalf of the Owners.

NOW THIS POWER OF ATTORNEY WITNESSETH that the Owners do and each of them doth hereby nominate, constitute and appoint the Developer being **"M/S. ETHA REALTY PRIVATE LIMITED"**, PAN : AADCE4909N, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 825, Mahamayatala Road, Police Station : Narendrapur, Kolkata : 700084. As its true and lawful Attorney to do all acts , deeds and things in the name and behalf of the Owners for development of the said land by constructing the project complex and also to market the project the same and for this purpose to do all acts, deeds and things in their names and on their behalf in consonance with the Development Agreement including the following acts, deeds and things, that is to say-

1. To take all steps as may be required or necessary for getting the land use of the said Land converted in appropriate Government records and for that purpose to make, sign, file, all applications affidavits on behalf of the Owners, to appear and represent the Owners before all Government officers and authorities and to do all acts, deeds and things in connection therewith.



2. To appoint an architect for surveying the said Land and for preparing draft Building plan.
3. To sign the building plan in the name and behalf of the Owners and submit the same before the Municipal or any other authority and do all acts, deeds and things as may be required or necessary for obtaining sanction of the Building Plan.
4. To Pay application fees and all other fees and expenses for obtaining Sanction of the building plan.
5. To receive all payments and refunds in connection with the Building Plan and to issue valid and effectual receipts for the same.
6. To appear and represent the owners before any authority for obtaining sanction of the building plan.
7. To file and sign all applications, petitions and to enter into all correspondence in the name and on behalf of the Owners for obtaining sanction of the building Plan.
8. To Produce and submit all original documents of title relating to the said Land before the appropriate authority and also to receive back the same from such authorities.
9. To receive sanctioned building plan, all permissions, Sanctions, approvals, from the appropriate authorities or any other authority on behalf of the Owners.
10. To make changes in the draft building plan or in the sanctioned building plan and to apply for additions, alteration, variations or amendments of the sanctioned building plan and to take all steps for obtaining such addition, alterations, variations, amendments of the sanctioned building plan.
11. To appear and represent the owners before the local municipal authorities, land reforms authorities including BL & LRO , DL & LRO competent authorities under the fire Brigade , local police the competent Authority under the urban Land(Calling and Regulation) Act, 1976 or any other authority in connection with the sanction, modification and/or alteration of the sanctioned plans or for obtaining no objection certificate or any approval or permission.



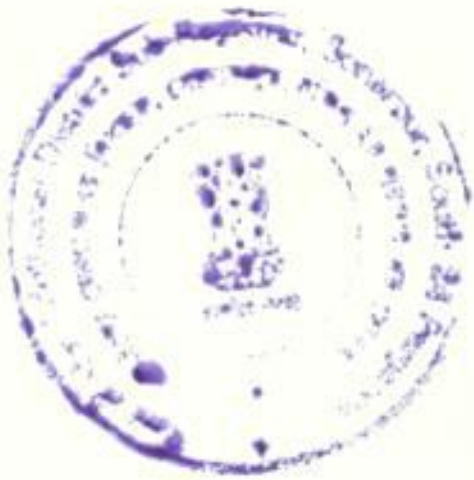
12. To pay fees, obtain sanction and such other orders and permissions from the necessary authorities as may be expedient for sanction of the plans and /or modification and /or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the said Land and other papers and documents as be required by the requisite authorities.
13. To pay land revenue, rates and taxes and house tax and/or other levies and charges to the competent authority and to make/raise objections against enhancement of taxes in respect of the said land and/or the project complex.
14. To supervise , manage, control and look after the project Complex and take all steps for protection and preservation of the said Land and/or the project complex.
15. To take all steps for construction of the project complex on the said Land.
16. To apply for water, sewerage, electricity, telephone, multimedia, cable internet, telex and gas connections and other necessary connections and to do all other acts and deeds which are required for making the project Complex Habitable.
17. To obtain necessary completion or occupancy certificates whether partial or complete of the project complex from the competent authority and to make the project complex habitable.
18. To take all steps for marketing of the project complex and for that purpose to engage and appoint brokers, marketing agents, advertising agents, sales representatives or any other agent or personnel.
19. To negotiate, make bookings and enter into all agreements for sale, in respect of the saleable Areas (only Developer Allocation) in the Project complex and to sell and transfer the same.
20. To make, sign, execute all agreements for sale, sale deeds, or transfer documents in respect of the saleable Areas (only Developer Allocation) comprised in the Project Complex in favour of the Customers or purchasers of the Units and Parking (Open and Basement) in the Project Complex and to issue valid and proper receipts for the same.



21. To receive and collect the Gross Revenue Receipts from the customers and/or purchasers of the Units and Parking's in the Project Complex and to issue valid and proper receipts for the same.
22. To lay down or frame rules and regulations for enjoyment of the units in the Building Complex by the customers and/or purchasers thereof.
23. To Charge or encumber or mortgage in the project complex in favour of any Bank or Financial institution for obtaining loan or finance for execution of the Project.
24. To appear and represent the Owners before the stamp Authorities, Registration authorities or any other authorities for all or any of the aforesaid purpose.
25. To initiate , conduct and defend all legal proceedings relating to the said Land or the Project Complex.
26. To engage , retain and appoint Advocates, lawyers or any other professional agent and to revoke and/or cancel such appointment from time to time as the said Attorney shall think proper.
27. To make sign, execute, affirm and verify plaints , written statement, memo of appeals , revisions, applications, petitions, affidavits , declarations, Vakalatnama and other papers and documents as may from time to time be required.
28. To withdraw money deposited in any court, Land Acquisition office, Rent Controller and/or from any other authority.

AND GENERALLY to do, execute and perform all or any other act, deed matters or things whatsoever which ought to be done executed or performed for all or any of the aforesaid purposes as the said Attorney shall deem fit and proper.

AND the Owners do and each of them hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney shall do or cause to be done lawfully by virtue of this Power of Attorney to the end and intent the Owners themselves could do if personally present.



AND the Owners hereby direct that the Attorney shall be at liberty to exercise all powers under this Power of Attorney through its such Directors or officers as the Board of Directors of the Attorney may from time to time appoint in this regard.

THE FIRST SCHEDULE OF THE PROPERTY REFERED TO

(Description of the LAND)

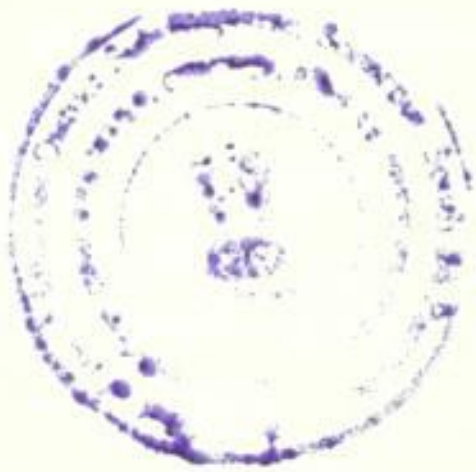
SAID PROPERTY: shall always mean **ALL THAT** piece and parcel of land measuring as per deed **75 decimal**. more or less lying and situated at Mouza – Elachi, R.S No- 223, Touzi Nos. 51,52,& 63/64, J.L. No. 70, R.S. Dag no. **140**, R.S. Khatian no. **160**, L.R Dag No- **126** , L.R. Khatian no. **3069**, of Ward no **26** , Holding no. 620, S.N.Ghosh Avenue , under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality of Ward no. 26 within Sub –Registration office at Sonarpur in the District South 24 Parganas , morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.

On the North :: **Land of Mala Ghosh and Biswadeep Ghosh.**

On the South :: **Land of Chinto Ghosh and others.**

On the East :: **Extension E.M By Pass.**

On the West :: **Land of Govinda Ghosh.**



IN WITNESS WHEREOF the Owners hereto have executed this Power of attorney on
the day month and year first above written.

Signed sealed and delivered by the

Within named Owners at Kolkata

WITNESS

1. Chaitali Banerjee
842, Kamdahari
Rambanpara, Garia
KOL-84

Nikhil Ghosh.

SIGNATURE OF THE OWNERS

2. Tapas Bando
Sonarpur
KOL-180

FOR ETHA REALTY PVT LTD.
Nikhil Ghosh.
DIRECTOR

FOR ETHA REALTY PVT LTD.
Soma Ghosh
SIGNATURE OF THE ATTORNEY
DIRECTOR

Drafted by Me:-

Sathe's (Adv.)
Company's civil court
Reg no WB 1745/09

Type By me:-

D





NAME : SRI. NIKHIL GHOSH

SIGNATURE : Nikhil Ghosh



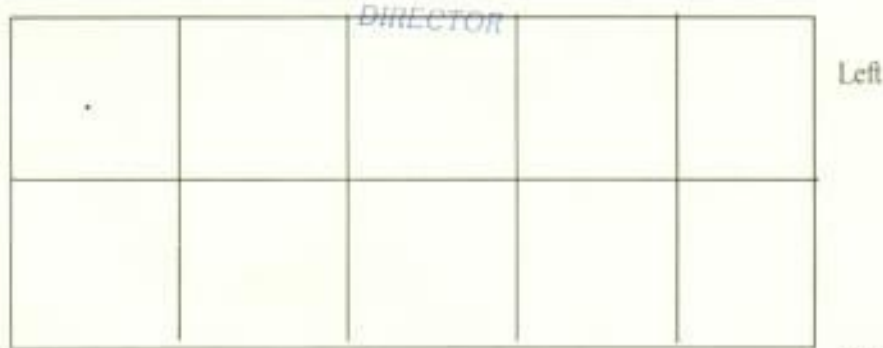
NAME : SMT. SOMA GHOSH

SIGNATURE : Soma Ghosh
FOR ETHA REALTY PVT. LTD.



NAME : SRI. NIKHIL GHOSH

SIGNATURE : Nikhil Ghosh
FOR ETHA REALTY PVT. LTD.



NAME :

SIGNATURE :



आयकर विभाग
INCOME TAX DEPARTMENT
METHA REALTY PRIVATE LIMITED
08/08/2012
PAN Account Number
AADCE-0011
भारत सरकार
GOVT OF INDIA
04/11/2013

NAME FIRST NAME PERMANENT ACCOUNT NUMBER
ADMPG4394D



MR NAME
NIKUL GHOSH

MR MR FATHER NAME
HARAN CHANDRA GHOSH

MR MR DATE OF BIRTH
07-02-1988

ENTER SIGNATURE
Nikul Ghosh.



COMMISSIONER OF INCOME-TAX, W.S. XI

धर्म संकेत संकेत / PERMANENT ACCOUNT NUMBER
AENPG2791K



MR. NAME
SOMA GHOSH

FATHER'S NAME
HARENDRA NATH GHOSH

DATE OF BIRTH
22-06-1973

SIGNATURE
Soma Ghosh

COMMISSIONER OF INCOME TAX, W.B. - II

Major Information of the Deed



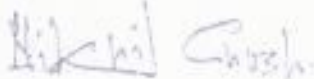
Deed No :	I-1608-00307/2019	Date of Registration	22/01/2019
Query No / Year	1608-1000019650/2019	Office where deed is registered	
Query Date	22/01/2019 1:40:02 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Nikhil Ghosh Mahamayatala Road, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700084, Mobile No. : 9830297991, Status : Seller/Executant		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
Rs 1/-	Rs. 5,62,38,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Article 48(g))	Rs. 7/- (Article E)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year] - 160800298/2019 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: S. N. Ghosh Avenue, Mouza: Elachi, Ward No: 26; Holding No:620 Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-126	LR-3069	Bastu	Shali	75 Dec	1/-	5,62,38,000/-	Width of Approach Road: 40 Ft. Adjacent to Metal Road. , Project Name :
Grand Total :					75Dec	1 /-	562,38,000 /-	

Principal Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fringerpint	Signature
	Mr Nikhil Ghosh (Presentant) Son of Late Haran Chandra Ghosh Executed by: Self, Date of Execution: 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019 ,Place : Office			
		22/01/2019	LTI 22/01/2019	22/01/2019

Major Information of the Deed :- I-1608-00307/2019-22/01/2019







24/01/2019 Query No:-16081000019650 / 2019 Deed No | - 160800307 / 2019, Document is digitally signed.

825, Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADMPG4391D, Status :Individual, Executed by: Self, Date of Execution: 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019 ,Place : Office

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ETHA REALTY PRIVATE LIMITED 825, Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: AADCE4909N, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Nikhil Ghosh Son of Late Haran Chandra Ghosh Date of Execution - 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019, Place of Admission of Execution: Office	 <small>Jan 22 2019 2:15PM</small>	 <small>LTI 22/01/2019</small>	 <small>22/01/2019</small>
	825, Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADMPG4391D Status : Representative, Representative of : ETHA REALTY PRIVATE LIMITED (as director)			
2	Name	Photo	Finger Print	Signature
	Mrs Soma Ghosh Wife of Mr Nikhil Ghosh Date of Execution - 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019, Place of Admission of Execution: Office	 <small>Jan 22 2019 2:16PM</small>	 <small>LTI 22/01/2019</small>	 <small>22/01/2019</small>
	825, Mahamayatala Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AENPG2791K Status : Representative, Representative of : ETHA REALTY PRIVATE LIMITED (as director)			

Identifier Details :

Name & address
Mr Tapas Panda Son of Mr Haren Panda Sonarpur, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Nikhil Ghosh, Mr Nikhil Ghosh, Mrs Soma Ghosh

Major Information of the Deed :- I-1608-00307/2019-22/01/2019

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Nikhil Ghosh	ETHA REALTY PRIVATE LIMITED-75 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: S. N. Ghosh Avenue, Mouza: Elachi, Ward No: 26, Holding No:620 Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 125(Corresponding RS Plot No.- 140), LR Khatian No - 3069	Owner: নিখিল ঘোষ, Gurdian: হারান , Address: নিজ , Classification: শালি, Area: 0.75000000 Acre.	Owner Name not selected by applicant.

Endorsement For Deed Number : I - 160800307 / 2019**On 22-01-2019****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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:07 hrs on 22-01-2019, at the Office of the A.D.S.R. SONARPUR by Mr Nikhil Ghosh ,Executant.

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 5,62,38,000/-

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

Execution is admitted on 22/01/2019 by Mr Nikhil Ghosh, Son of Late Haran Chandra Ghosh, 825, Mahamayatala Road, P.O. Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Tapas Panda, , Son of Mr Haren Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

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

Execution is admitted on 22-01-2019 by Mr Nikhil Ghosh, director, ETHA REALTY PRIVATE LIMITED, 825, Mahamayatala Road, P.O - Garia, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Tapas Panda, , Son of Mr Haren Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

Execution is admitted on 22-01-2019 by Mrs Soma Ghosh, director, ETHA REALTY PRIVATE LIMITED, 825, Mahamayatala Road, P.O - Garia, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700084

Major Information of the Deed :- I-1608-00307/2019-22/01/2019

Identified by Mr Tapas Panda, , Son of Mr Haren Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1861, Amount: Rs.50/-, Date of Purchase: 21/01/2019; Vendor name: Sankar Kumar Sarkar



Barun Kumar Bhunia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Major Information of the Deed -- I-1608-00307/2019-22/01/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2019, Page from 6718 to 6736

being No 160800307 for the year 2019.



Barun Kumar Bhunia

Digitally signed by BARUN KUMAR
BHUNIA

Date: 2019.01.24 13:32:15 +05:30

Reason: Digital Signing of Deed.

(Barun Kumar Bhunia) 24-01-2019 13:31:10

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SONARPUR

West Bengal.

(This document is digitally signed.)