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27 JUN 2014

SINDIN STAN SATION FOR EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Roy)

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# DEVELOPER'S POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS (1) Sri Kalipada Sil, Son of Late Chandra Kumar Sil, by Faith - Hindu, by Occupation - Retired; and (2) Smt. Mayarani Sil, Wife of Sri Kalipada Sil, by Faith - Hindu, by Occupation -

Housewife, both Presently Residing at Plot No. 48, Indra Prastha Housing, P.O. -Amrai, P.S. - Faridpur, Durgapur - 713 203 and within the Jurisdiction of the Durgapur Municipal Corporation Ward No. 12; hereinafter Called and Referred to as the **OWNERS** (which Term or Expression shall unless otherwise Excluded by or Repugnant to the Context be deemed to mean and include each of their Heirs, Executors, Legal Representatives and/or Assigns) and fully Possessed of the Land Measuring 7.25 Satak or 4 (Four) Cottahs 9 (Nine) Chittaks, be the same a little more or less, Situate and Lying at Plot No. 48, Indra Prastha Housing at Mouza Amrahi, J.L. No. 58, R.S. Dag No. 3164, L.R. Dag No. 3372 Pertaining to R.S. Khatian No. 46, L.R. Khatian No. 1847/4040 within the Jurisdiction of Ward No. 12 of the Durgapur Municipal Corporation (being the Holding No. 52), Sub-Registry Office at Durgapur & District Registry Office at Barddhaman Presently Under P.S. - Faridpur, Dist. - Barddhaman more fully Described in the Schedule-A below and Sufficiently Entitled to the said Property.

WHEREAS the said Premises is Free from all Encumbrances, Charges, Lispendens, Leases, Occupancy Right, Acquisition, Requisition. Attachment, Trust, Claims, Demands and Liabilities whatsoever or howsoever.

AND WHEREAS Save and Except the said Owners, No Other Person has any Right, Title, Interest in the said Premises or any part thereof as Licensee, Mortgagee, Purchasers or otherwise and the said Land is not Vested too.

For EXALT INFRA-NIRMAAN PVT. LTD.

**AND WHEREAS** Save and Except with the Developer herein, the Owners have never Executed any Agreement for Sale or otherwise Transfer of the Premises or any part thereof or any Power of Attorney or any other Documents concerning the said Premises or any part thereof in favour of any other Person nor have otherwise Dealt with the said Premises or any part thereof nor Accepted any Earnest Money or Consideration Money therefor from any other Person(s).

AND WHEREAS the said Owners being Desirous of Developing the said Premises by Demolishing the Existing Building and Constructing a Multi-storied Residential Building with Car Parking Spaces (CPS) on the said Premises in accordance with the Building Plan to be Sanctioned by the Durgapur Municipal Corporation through an Efficient, Experienced & Financially-sound Developer, Approached & Expressed their Desire to the Developer, EXALT INFRA-NIRMAAN Pvt. Ltd., a Competent, Financially Sound and Expert in Construction Work having Reputation in the Locality in this regard, for Development & Construction of the Proposed Multi-storied Building Consisting of Several Self-contained Residential Flats & CPS on the said Premises.

AND WHEREAS after Fruitful Negotiations by aforesaid Both Parties, They have Entered into a Joint-Venture Development Agreement which is duly Registered in the Office of the Addl. District Sub-Registrar, Durgapur, District - Barddhaman and has been Recorded in Book No. I, CD Volume No. 13, Pages between 2720 to 2770 being the Deed No. 04956 for the year 2014.

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For EXALT INFRA-NIRMAAN PVT, LTD.

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AND WHEREAS in Pursuant of the said Development Agreement the said Owners hereby Execute this Power of Attorney regarding Construction and all Related Work of Construction including 'Right to Sale of the Developer's Allocation' Mentioned in the said Development Agreement Since the said Owners are Unable to Move because of their Age, Ill-health & Other Inconveniences and so do hereby Nominate, Constitute and Appoint MR. DEBASIS ROY, son of Late Biswanath Roy and Managing Director of EXALT INFRA-NIRMAAN Pvt. Ltd., Residing at 40, Upendra Biswas Sarani, Jadavpur, Kolkata - 700 032, as their True and Lawful Attorney to do the following Acts, Deeds and Things that is to say:-

- To Take Possession and Look-after the said Property of the said Owners Situate at Premises No. 48, Indraprastha Housing, P.O. - Amrai, P.S. -Faridpur, Durgapur - 713 203, Dist. - Barddhaman on their behalf;
- 2. To Prepare & Sign the Building Plan (for Multi-storied Building) and Submit the same for Sanctioning before the Appropriate Authority of the Durgapur Municipal Corporation (D.M.C.) on their behalf;
- 3. To Sign on the Revised/Modified Building Plan, if any, in respect of the said Property on their behalf;
- 4. To Pay the Sanction Fees and all other Impositions as Required by the D.M.C. Authority on their behalf;

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FOR EXALT INFRA-NIRMAAN PVT. LTD.

(Debasis Royy Managing Director



- 5. To Sign on any Application, Forms and/or Requisites, if required for such Sanction on their behalf;
- 6. To Receive the said Building Plan duly Sanctioned by the D.M.C. Authority on their behalf;
- 7. To Appear before the Competent Authorities including the said Durgapur Municipal Corporation, Asansol-Durgapur Development Authority, Fire Brigade, Water Supply, Electricity Department and Competent Authority under the Urban Land (Ceiling and Regulation) Act. 1976 and Police Authorities in connection with the Sanctioning of Plans, Construction and Development of the said Premises and for any Other Purposes as and when necessary on their behalf;
- 8. To Apply for Obtaining Electricity, Gas, Telephone, Water, Sewerage and/or other Connections of any other Utilities from Appropriate Authorities or from the Durgapur Municipal Corporation as the case may be, on their behalf;
- 9. To Warn-off and Prohibit, and if necessary to Proceed against in due Process of Law, against all or any Tréspassers on the said Property or any part thereof and to Take Appropriate Steps whether by direct Action or otherwise and to Abate all Nuisance;
- 10. To Accept Notices and Services of Papers from any Court Tribunals, Postal and/or any Authority and/or Persons;

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FOR EXALT INFRA-NIRMAAN PVT. LTD.

(Debasis Roy)

Managing Directors

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- 11. To Receive and Pay &/or Deposit all Moneys including Court Fees and to Receive Refund & Grant Valid Receipts and Discharges in respect thereof;
- 12. To Develop the said Premises through the Developer (as per the Development Agreement) by Construction of Multi-storied Building thereon and for the said purpose to do all Soil-testing, Excavation and all other Work whatsoever needed;
- 13. To Negotiate with the Intending Purchaser/Purchasers in respect of the Flats & CPS being Developer's Allocation in the Constructed Building (as per Development Agreement) on the said Property on their behalf;
- 14. To Enter into Agreement for Sale of Flats & CPS being Developer's Allocation in the Building ( as per Development Agreement ) to be Constructed on the said Property according to Sanctioned Plan and to Receive an Advance as Earnest Money and/or the Full Consideration at his Responsibility by Granting Proper Receipt therefor on the said Owners' behalf;
- 15. To Commence, Prosecute, Carry-on or Defend, Answer and Oppose all Suits, Actions and other Proceedings, Civil Criminal or Revenue in any Court in West Bengal in any manner concerning the said Property Affairs in any Court of Competent Jurisdiction and to Sign and Verify all Vokalatnamas, Plaints, Written Statements, Petitions, Memorandum of Appeal, Affidavits and all other Documents as the Occasions may Require

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For EXALT INFRA-NIRMAAN PVT. LTD.

KIEDOSIS Kai (Debasis Roy) Managing Director or as the Attorney may think Fit and Proper and also Appoint Advocate, Pleaders, Solicitors; and such Appointment may be Revoked by said Attorney at their Discretion;

- 16. To Represent the said Owners in any Matter, Settle, Adjust and Submit to Arbitration or Compromise any Suit or Proceedings on account of Claim or Demand which is or hereafter shall be Pending between the Owners and any other Person or Persons in Connection with their said Property or any Part thereof on their behalf;
- 17. To Sign on the Deed of Conveyance or Conveyances in respect of the Flats & CPS being Developer's Allocation (as per Development Agreement) in the said Constructed Building on the said Premises in favour of the Intending Purchaser/Purchasers on behalf of the said Owners;
- 18. To Appear and Present all Deeds of Conveyance before the Registrar of Assurances, District Registrar, Sub-Registrar for Registration of the Sale of Flats & CPS being Developer's Allocation (as per Development Agreement) of the Constructed Building on the said Premises on their behalf;
- 19. To Handover the Peaceful Vacant Possession of the respective Flats & CPS to the Intended Purchaser/Purchasers after Receiving the Full and Final Consideration Moneys therefor against Sale of the Flats & CPS being Developer's Allocation. And the said ATTORNEY will be fully Responsible & Liable to Collect the Advances/Full Consideration Moneys against

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For EXALT INFRA-NIRMAAN PVT. LTD

Debasis Roy (Debasis Roy) Managing Director

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or as the Attorney may think Fit and Proper and also Appoint Advocate, Pleaders, Solicitors; and such Appointment may be Revoked by said Attorney at their Discretion;

- To Represent the said Owners in any Matter, Settle, Adjust and Submit to 16. Arbitration or Compromise any Suit or Proceedings on account of Claim or Demand which is or hereafter shall be Pending between the Owners and any other Person or Persons in Connection with their said Property or any Part thereof on their behalf;
- To Sign on the Deed of Conveyance or Conveyances in respect of the Flats 17. & CPS being Developer's Allocation (as per Development Agreement) in the said Constructed Building on the said Premises in favour of the Intending Purchaser/Purchasers on behalf of the said Owners;
- To Appear and Present all Deeds of Conveyance before the Registrar of 18. Assurances, District Registrar, Sub-Registrar for Registration of the Sale of Flats & CPS being Developer's Allocation (as per Development Agreement) of the Constructed Building on the said Premises on their behalf;
- To Handover the Peaceful Vacant Possession of the respective Flats & CPS 19. to the Intended Purchaser/Purchasers after Receiving the Full and Final Consideration Moneys therefor against Sale of the Flats & CPS being Developer's Allocation. And the said ATTORNEY will be fully Responsible & Liable to Collect the Advances/Full Consideration Moneys against

For EXALT INFRA-NIRMAAN PVT. LTD.

Such Sale Proceeds and the said Owners do not have any Demand on Such Sale Proceeds of the said Flats & CPS being Developer's Allocation. The said Attorney shall be Liable to Pay All the Receivable and Not to Deposit Anything to the Principal Account. The said Owners will not borne any Payables;

20. To be it Expressly Stated that this Power of Attorney does Create, Constitute or Assurance All Kind of Transfer, Enjoyment or Making Profit in Favour of the said Attorney and Further Declare that the said Attorney shall hereby Obtain or have Power for Development/Construction Work on Such Properties. This power of attorney is revocable in nature and by this power of attorney, no right's and title has been transferred.

And <u>GENERALLY TO ACT</u> as the Attorney or Agent in relation to all Matters Touching the said Property of the said Owners on their behalf and to do all Instruments, Acts, Matters, Deeds and Things as Fully and Effectually as the said Owners could do, if they are Personally Present.

AND the said Owners hereby Ratify, Confirm and Agree or Undertake to Ratify and Confirm all that whatsoever their said Attorney or Agent Appointed under this Power mentioned hereinabove shall Lawfully Do or Cause to be Done in Right of or by Virtue of these Presents.

And the second

FOR EXALT INFRA-NIRMAAN PVT. LTD.

(Debasis Roy)

Mayagina Director

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#### THE SCHEDULE - "A" HEREINBEFORE REFERRED TO:

(Description of Land/Premises)

ALL THAT a Piece and Parcel of Land Ad-measuring 7.25 Satak or 0.06 Acres or 4 (Four) Cottahs 9 (Nine) Chittaks, be the same a little more or less, Situate and Lying at Plot No. 48, Indra Prastha Housing at Mouza - Amrahi, J.L. No. 58, R.S. Dag No. 3164, L.R. Dag No. 3372 Pertaining to R.S. Khatian No. 46, L.R. Khatian No. 1847/4040 within the Jurisdiction of Ward No. 12 of The Durgapur Municipal Corporation (being the Holding No. 52), Sub-Registry Office at Durgapur & District Registry Office at Barddhaman Presently Under P.S. - Faridpur, Dist. - Barddhaman which are butted and bounded by:-

On the North

33 ft. Wide Road;

On the South

House of Late Uma Pada Pramanik (46, Indra Prastha Housing);

On the East

House of Mr. Asit Baran Mukherjee (49, Indra Prastha Housing);

On the West

House of Mr. Tridib Dutta (47, Indra Prastha Housing).

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For EXALT INFRA-NIRMAAN PVT, LTD.

(Debasis Roy)
Managing Director

**IN WITNESS WHEREOF** We, the Executants herein have Signed on this Deed on the 27th day of June'2014.

#### IN PRESENCE OF:

- 1. Biswasit Sul S/O Kalifude Sul MR/9 Induguth, Ami DGP-03
- 1. Kalipoda Sil

- 2. Maniek Led Sill S/o Keeli pada Sill MR-9 Indpappastha, Ampai, Diengapier-03
- 2. SMIN 3/ AT SATION

Signature of the Executors

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For EXALT INFRA-NIRMAAN PVT. LTD.

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(Debasis Rdy)

Managing Director

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Signature, Colour passport size photograph, finger prints of both the hands

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Signature, Colour passport size photograph, finger prints of both the hands

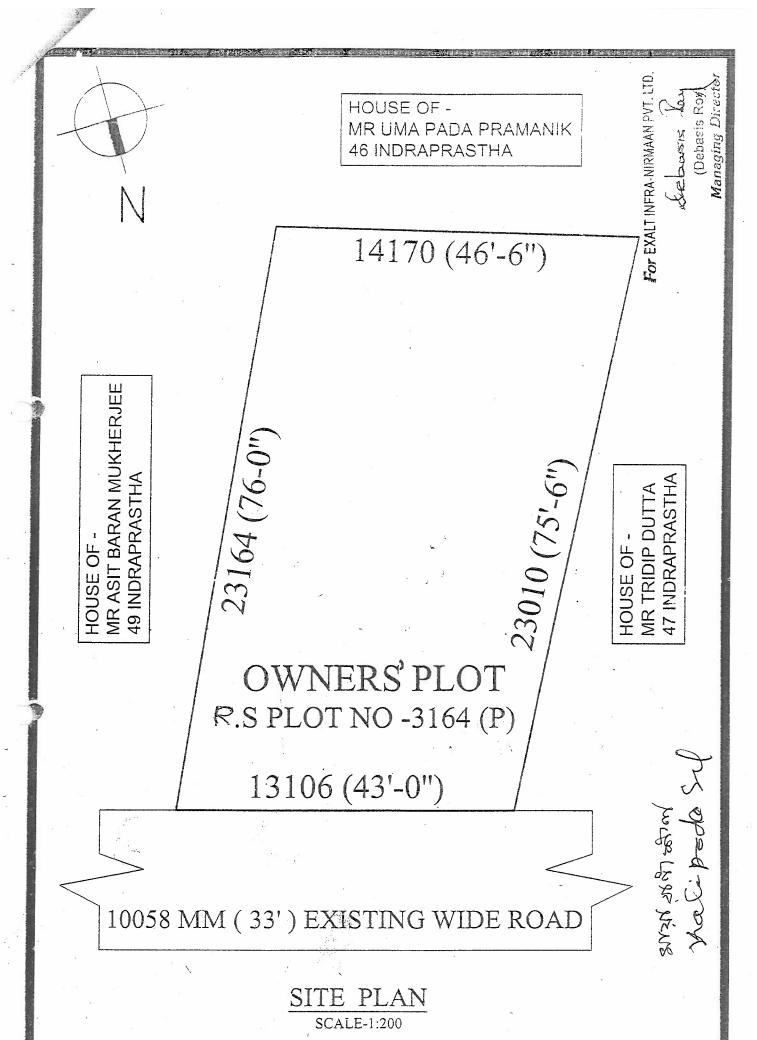
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OF EXALT INFRA NIRMAAN PVT. LTD

(Debasis Roy) Managing Director

For EXALT INFRA-NIRMAAN PVT. LTD.

Debasis Kay (Debasis Roy Managing Director



#### Government of West Bengal

#### Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A.D.S.R. DURGAPUR, District- Burdwan

Signature / LTI Sheet of Serial No. 05243 / 2014, Deed No. (Book - I , 05018/2014)

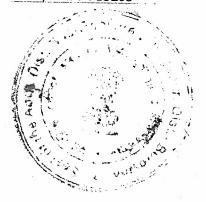
#### I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kalipada Sil Plot No. 48, Indra Prastha Housing, Durgapur, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	27/06/2014	LTI 27/06/2014	xalipoda Si 27/06/14

- II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kalipada Sil Address -Plot No. 48, Indra Prastha Housing, Durgapur, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	Self		LTI	Xali podo?
90 H 1 1	Marine Company of the same of		27/06/2014	27/06/2014	
2	Maya Rani Sil Address -Plot No. 48, Indra Prastha Housing, Durgapur, Thana:-Durgapur, P.O. :-Amrai, District:-Burdwan, WEST BENGAL, India, Pin :-713203	Self		A Light haden of the	ening has solut
		-	27/06/2014	27/00/2014	
1272	Debasis Roy Address -40 Upendra Biswas Sarani, Jadavpur, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin	Self			Medasis Ray
	:-700032		77/06/2011	2./	

Biswajit Sil M R/9, Indraprastha, Amrai, Durgapur, Thana:-Durgapur, District:-Burdwan, WEST BENGAL,



. Ignature of Identifier with Date

Parsword & Sed 24/08/2014

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SISTRAR OF DURGAPUR . DURGAPUR

27/06/2014

Page 1 of 1



#### Government Of West Bengal Office Of the A.D.S.R. DURGAPUR District:-Burdwan

Endorsement For Deed Number: 1 - 05018 of 2014 (Serial No. 05243 of 2014 and Query No. 0206L000007270 of 2014)

#### On 27/06/2014

## 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), 5 of Indian Stamp Act 1899.

#### Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 27/06/2014

( Under Article : ,E = 14/- on 27/06/2014 )

### 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

Certified that the required stamp duty of this document is Rs.- 60 /- and the Stamp duty paid as:

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

Presented for registration at 13.04 hrs on :27/06/2014, at the Office of the A.D.S.R. DURGAPUR by Kalipada Sil, one of the Executants.

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

Execution is admitted on 27/06/2014 by

- 1. Kalipada Sil, son of Late Chandra Kumar Sil , Plot No. 48, Indra Prastha Housing, Durgapur, Thana:-Durgapur, P.O.:-Amrai, District:-Burdwan, WEST BENGAL, India, Pin:-713203, By Caste Hindu, By Profession : Retired Person
- 2. Maya Rani Sil, wife of Kalipada Sil, Plot No. 48, Indra Prastha Housing, Durgapur, Thana:-Durgapur, P.O.:-Amrai, District:-Burdwan, WEST BENGAL, India, Pin:-713203, By Caste Hindu, By Profession:
- 3. Debasis Roy

Managing Director, Exalt Infra Nirmann Pvt. Ltd., 40, Upendra Biswas Sarani, Jadavpur, KOLKATA MUNICIPAL CORPORATION, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, , By Profession : Others

Identified By Biswajit Sil, son of Kalipada Sil, M R/9, Indraprastha, Amrai, Durgapur, Thana-Durgapur, District:-Burdwan, WEST BENGAL, India, Pin :-713203, By Caste: Hindu, By

> ( Satyajit Biswas ) ÀDDÍTÍONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

> > ( Satyajit Bîswas )

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

Registered in Book - I CD Volume number 13 Page from 3506 to 3521 being No 05018 for the year 2014.



(Satyajit Biswas) 27-June-2014 ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR Office of the A.D.S.R. DURGAPUR West Bengal