

15343

T-14250



13-12-13
7-50
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 521784

NOTED THAT THE DOCUMENT IS SUBMITTED TO
REGISTRATION. THE APPLICANT'S SIGNATURE
IS THE CORRECTED SIGNATURE AS STAMPED
ON THE DOCUMENTS ON THE DAY OF THE
SUBMISSION.

Additional District Sub-Registrar
Kolkata New Town North 24 Parganas

POWER OF ATTORNEY

1. Date: 13th December 2013

2. Place: Kolkata

3. Parties:

3.1 Kabita Biswas, wife of Prabir Biswas *alias* Prabir Ranjan Biswas, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Reckjuani, Police Station and Post Office Rajarhat, District North 24 Parganas, Kolkata - 700135

(Grantor)

And

3.2 Shishir Gupta, son of Late Shree Bhagwan Gupta, of 16, Amherst Row, Kolkata-700009, Police Station Amherst Street.

3.3 Sk. Nasir, son of Late Sk. Rashid, of Hatiara Paschimpara, Post Office Hatiara, Kolkata-700157, Police Station New Town (collectively Attorneys).

17 DEC 2013

1227

নন ও তারিখ: 28/10/13
ক্রতার নাম:- Shishir Gupta

মাকিন:- 1st-09

স্ট্যাম্প মূল্য:- 150/-

ডক্তার শ্রী:-
বারাসাত কোর্ট
উত্তর ২৪ পরগণা

টভি নং

নম্বের তার 22/10/13

স্ট্যাম্প মূল্য 15000/-

ট্রজারী অফিস বারাসাত
ডক্তার শ্রী মনয় চন্দ্রবর্তী

- Shilpa

9408

- Shilpa

9405

- Kabita Biswas

9407

Shishir Gupta



Additional District Sub-Registrar
North 24 Parganas, New Town, North 24 Parganas

13 DEC 2013

Shibankar Saha
Son Sanjit Saha
T-68, Teghoria Main Road,
KOL-157

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Background

- 4.1 **Ownership of the Grantor:** The Grantor is the recorded owner of land measuring undivided (1) *bagan* land measuring 2.005 (two point zero zero five) decimal, more or less, out of 50 (fifty) decimal, comprised in R.S./L.R. *Dag* No. 367, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-I), District North 24 Parganas (**First Property**) And undivided (2) *bastu* land measuring 7.86 (seven point eight six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Second Property**) And undivided (3) *dhokan* measuring 0.3334 (zero point three three three four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Third Property**) And undivided (4) *bagan* land measuring 0.6664 (zero point six six six four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 371, recorded in L.R. *Khatian* Nos. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Fourth Property**), The First Property, the Second Property, Third Property and Fourth Property **totaling** to land measuring 10.8648 (ten point eight six four eight) decimal, equivalent to 6 (six) *cottah* 09 (nine) *chittack* and 08 (eight) square feet, more or less, all morefully and collectively described in the **Schedule** below (collectively **Said Property**) and delineated on the **Plan** attached hereto and bordered in colour **Green** thereon.
- 4.2 **Reason for Granting of Powers:** It is not possible for the Grantor to take the steps necessary for mutation, amalgamation, ULC clearance, conversion, sanction of plans and to be present at all times before the Authorities to sign, execute and deliver agreements, conveyances and other instruments for selling the newly constructed area/flats/shops/car parking spaces and other spaces on the Said Property and hence the Grantor is desirous of granting the following powers and authorities to the Attorney in relation to causing mutation in the name of the Grantor, conversion, ULC clearance, sanction of plans and accordingly the Grantor is granting certain powers and authorities in respect thereof to the Attorney, by this Power of Attorney.
- 4.3 **Development Agreement:** The Grantor has entered into a development agreement dated 13/12/2013 (**Said Development Agreement**), registered in the Office of the Additional District Sub-Registrar at Rajarhat, Being No. 14249 for the year 2013, with **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Police Station Baguiati, Kolkata-700157 (**Developer**) for development of the Said Property by constructing of new residential-commercial buildings (**Project**) in the manner and on the terms and conditions contained in the Said Development Agreement.



Additional District Sub-Registrar
Calcutta, New Town, North 24 Parganas

13 DEC 2013

- 4.4 **Powers Pursuant to Said Development Agreement:** The Said Development Agreement further provides that the Grantor shall grant all powers and authorities to the Developer and/or its assigns, nominees, legal representatives for doing all things needful for development of the Said Property by construction of new residential-commercial building and sale of the constructed area of new residential-commercial building. The Developer has nominated the Attorneys to receive the powers and authorities in terms of the Said Development Agreement. Hence, the Grantor is granting the following powers and authorities to the Attorneys, either to act jointly or severally.
5. **Subject Matter of Power of Attorney**
- 5.1 **B.L &L.R.O Mutation:** Powers and authorities to obtain mutation from the office of B.L& L.R.O, with respect to the Said Property in the name of the Grantor.
- 5.4 **Panchayat Mutation:** Powers and authorities to obtain mutation from Rajarhat-Bishnupur 1 No. Gram *Panchayat* with respect to the Said Property in the name of the Grantor.
- 5.5 **Amalgamation:** Powers and authorities to amalgamate Said Property in the name of the Grantor.
- 5.6 **ULC Clearance:** Powers and authorities to obtain ULC clearance in the name of the Grantor.
- 5.7 **Conversion:** Powers and authorities to cause conversion of the Said Property.
- 5.8 **Sanction of Building Plans:** Powers and authorities for causing sanction of the building plans and ancillary activities relating to the Said Property.
- 5.9 **Construction of New Buildings:** Powers and authorities for construction of new residential cum commercial building on the Said Property in terms of the Said Development Agreement.
- 5.10 **Sale:** Powers and authorities for sale of the Project as defined in the Said Development Agreement.
6. **Appointment**
- 6.1 **Hereby Made:** The Grantor hereby irrevocably nominates, constitutes and appoints the Attorneys as the lawful attorneys of the Grantor, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantor.
7. **Powers and Authorities**
- 7.1 **Mutation:** To take all necessary steps and to sign all papers, documents as to be required for obtaining mutation in the name of the Grantor from the office of B.L.& L.R.O and from the Rajarhat-Bishnupur 1 No. Gram *Panchayat* and to pay fees, costs and charges for that purpose.
- 7.2 **Amalgamation:** To take all necessary steps and to sign all papers, documents as to be required for amalgamation of the various plots comprising in the Said



Additional District Sub-Registrar
New Town, North 24 Parganas.

13 DEC 2013

- Property into one property in the name of the Grantor and to pay fees, costs and charges for that purpose.
- 7.3 **Regulatory Clearances:** To apply for and obtain requisite clearances, including but not limited to the clearance under the Urban Land (Ceiling & Regulations) Act, 1976 in the name of the Grantor and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.4 **Conversion:** To take all necessary steps and to sign all papers, documents as to be required and to apply for conversion of the nature of the Said Property and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.5 **Sanction of Building Plans:** To cause the building plans to be prepared and submitted by appointing a licensed architect and structural engineer and then to have the same sanctioned/modified/altere d/revised/re-validated by the planning authorities and to pay fees, costs and charges for such sanction/modification/alteration/revision/ re-validation and upon completion of work, to obtain drainage connection, water connection and certificates from the planning authorities.
- 7.6 **Raising of Funds:** To mortgage the Said Property either in part or in full to obtain construction loan against the Said Property, strictly for the purpose of raising fund for successfully completion of the Project, as mentioned in the Said Development Agreement.
- 7.7 **Dealing with Authorities:** To deal with all authorities including but not limited to the B.L & L.R.O office, Rajarhat-Bishnupur 1 No. Gram *Panchayat* and other statutory authorities including but not limited to Kolkata Metropolitan Development Authority, as to be required for amalgamating the Said Property, obtaining regulatory clearances from ULC department, sanction/modification /alteration/revision/re-validation of the building plans, obtaining drainage connection, water connection and certificate of the Rajarhat-Bishnupur 1 No. Gram *Panchayat* and to prepare, sign and submit all plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, as be required, in this regard.
- 7.8 **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities.
- 7.9 **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, for and in connection with amalgamation of the Said Property, obtaining regulatory clearances from ULC department, conversion, sanction/modification/alteration/revision/re-validation of the building plans, obtaining drainage connection, water connection and certificate with regard to the change of nature of the Said Property and to have the same registered and obtain all permissions and clearances as may be required for the same.



Additional District Sub-Registrar
Rajshahi, New Town, North 24 Parganas

13 DEC 2013

- 7.10 **Appearance:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities to have notarized, registered and authenticated all papers, declarations, affidavits, confirmations, consents, agreements, documents, indemnities, undertakings etc. as be required to enforce all powers and authorities contained herein.
- 7.11 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of new residential cum commercial building/s on the Said Property.
- 7.12 **Demolition and Construction:** To demolish the existing buildings and structures on the Said Property and to construct temporary sheds and godowns for storage of building materials and running of site office and to construct new residential cum commercial building/s and/or any other structure on the Said Property.
- 7.13 **Contracts for Demolition and Construction:** In relation to such demolition and construction, to sign, execute and register any kind of contracts with any third party on terms and conditions as be deemed fit by the Attorney.
- 7.14 **Negotiation and Sale:** To negotiate for sale and to sell the entirety or any part or portion of the Developer's Allocation (as defined in Clause 12 of the Said Development Agreement) in the Project, on terms and conditions as be deemed fit by the Attorneys and to prepare, sign, execute and deliver agreements and conveyances of that part or portion.
- 7.15 **Receive Payments:** To receive all payments with regard to the sale of the entirety of the Developer's Allocation (as defined in Clause 12 of the Said Development Agreement) in the Project and acknowledge receipt of payments.
- 7.16 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into and executing agreements and conveyances for sale of the Developer's Allocation in the Project.
- 7.17 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized and present for registration, admit execution, have registered and obtain original of all agreements and conveyances as aforesaid.
- 7.18 **Legal Proceedings:** To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any of the matters aforesaid or with respect to the entirety of the Said Property or in any other matter in which the Grantor is now or may hereafter be interested or concerned and also if thought fit with such intent as aforesaid to compromise, refer to arbitration, abandon, submit to judgement or become non-suited in any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue, any Tribunals, Land Reform Office, etc and to appoint Solicitors, Advocates, Consultants as may be required and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.
- 7.19 **Outgoings:** To pay all outgoings, including *Panchayat* taxes etc. in respect of the Said Property/Project and to collect receipts thereof.
8. **Ratification**



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

13 DEC 2013

8.1 **Hereby Made:** The Grantor hereby ratifies and confirms and agrees to ratify and confirm all actions of the Attorneys in pursuance of this Power of Attorney.

Schedule
(Said Property)

undivided (1) *bagan* land measuring 2.005 (two point zero zero five) decimal, more or less, out of 50 (fifty) decimal, comprised in R.S./L.R. *Dag* No. 367, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (RBGP-I), District North 24 Parganas (**First Property**) And undivided (2) *bastu* land measuring 7.86 (seven point eight six) decimal, more or less, comprised in R.S./L.R. *Dag* No. 368, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Second Property**) And undivided (3) *dhokan* measuring 0.3334 (zero point three three three four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 370, recorded in L.R. *Khatian* No. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Third Property**) And undivided (4) *bagan* land measuring 0.6664 (zero point six six six four) decimal, more or less, comprised in R.S./L.R. *Dag* No. 371, recorded in L.R. *Khatian* Nos. 809, *Mouza* Reckjuani, J.L No. 13, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], within Rajarhat-Bishnupur 1 No. Gram *Panchayat* (**Fourth Property**), The First Property, the Second Property, Third Property and Fourth Property **totaling** to land measuring 10.8648 (ten point eight six four eight) decimal, equivalent to 6 (six) *cottah* 09 (nine) *chittack* and 08 (eight) square feet, more or less and delineated on **Plan** attached hereto and bordered in colour **Green** thereon and butted and bounded as follows:

On the North : By 91 Bus Route.
On the East : By R.S./L.R. *Dag* Nos. 357, 359.
On the South : By R.S./L.R. *Dag* No. 367.
On the West : By R.S./L.R. *Dag* Nos. 371 (P) and 8'-0" wide com
Passage and L.R./L.R. *Dag* No. 368.



Additional District Sub-Registrar
North 24 Parganas, New Town, North 24 Parganas

13 DEC 2013

9. Execution and Delivery

9.1 In Witness Whereof the Grantor and the Attorneys have executed this Power of Attorney on the above date.

Kabita Biswas

(Kabita Biswas)
[Grantor]

Accepted:

Shishir Gupta

(Shishir Gupta)

Sk. Nasir

(Sk. Nasir)

[Attorneys]

Witnesses:

Signature <u>Debasish Patra</u>	Signature <u>Shib Sankar Saha</u>
Name <u>DEBASISH PATRA</u>	Name <u>SHIB SANKAR SAHA</u>
Father's Name <u>Late Nirmal Patra</u>	Father's Name <u>Sarajit Saha</u>
Address <u>Kajalpur - Kajalpur</u> <u>Ko-1-13M</u>	Address <u>T-68, Teghoria Main</u> <u>Road, Ko-1-137</u>


































Sulagna De.
SULAGNA DE
Advocate
High Court, Calcutta



Additional District Sub-Registrar
Salahat, New Town, North 24 Parganas

13 DEC 2013

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants					
	<p style="font-family: cursive;">Kabiha Rajswar</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p style="font-family: cursive;">Shishir Kumar</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	<p style="font-family: cursive;">Sh. Nalin</p>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						



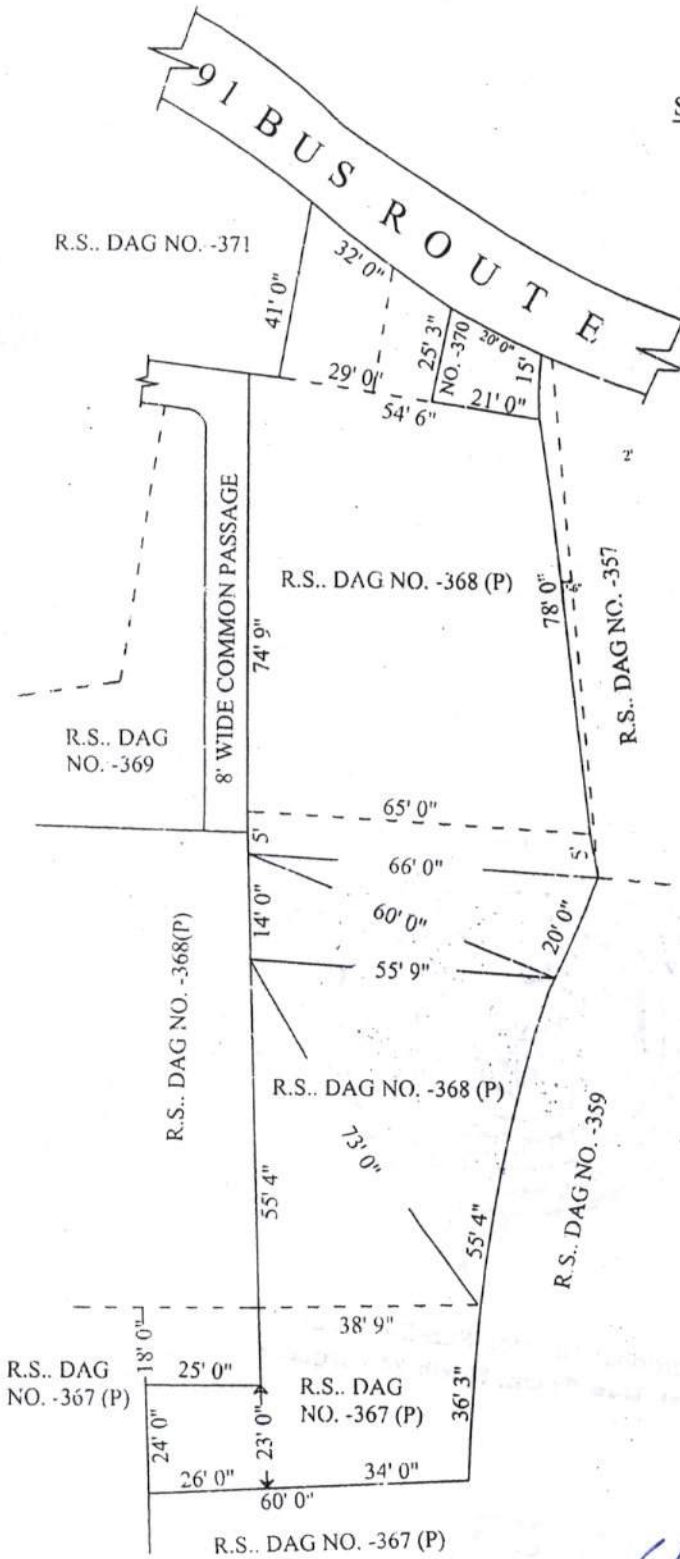
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

13 DEC 2013

SITE PLAN OF PART OF R.S. DAG NO. 367,368, 370 & 371, UNDER L.R. KHATIAN NO. 809 AT MOUZA- RECKJUANI, J.L. NO. 13, R.S. NO. 198, P.S. - RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR I NO. GRAM PANCHAYET.



SCALE:-N.T.S.



REFERENCE	DEED AREA IN DECIMAL
R.S. DAG NO. 367(P)	2.0050
R.S. DAG NO. 368(P)	7.8600
R.S. DAG NO. 370(P)	0.3334
R.S. DAG NO. 371(P)	0.6664
TOTAL =	10.8648

*Shishir Kumar
SK NAG*

Kabita Biswas
SIGNATURE OF OWNER

SIGNATURE OF DEVELOPER



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

13 DEC 2013



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 14250 of 2013
(Serial No. 15343 of 2013 and Query No. 1523L000025549 of 2013)

On 13/12/2013

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

Presented for registration at 19.40 hrs on :13/12/2013, at the Private residence by Sk. Nasir , one of the Claimants.

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

Execution is admitted on 13/12/2013 by

1. Kabita Biswas, wife of Prabir Biswas , Reckjuani, Kolkata, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : House wife
2. Shishir Gupta, son of Late Shree Bhagwan Gupta , 16, Amherst Row, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, Pin :-700009, By Caste Hindu, By Profession : Business
3. Sk. Nasir, son of Late Sk. Rashid , Hatiara Paschimpara, Kolkata, Thana:-New Town, P.O. :-Hatiara, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste Muslim, By Profession : Business

Identified By Shibsankar Saha, son of Sarajit Saha, T - 68, Teghoria Main Road, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

On 16/12/2013

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.-42,19,675/-

Certified that the required stamp duty of this document is Rs.- 70 /- and the Stamp duty paid as: Impressive Rs.- 50/-

(Debasish Dhar)
Additional District Sub-Registrar

On 17/12/2013


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 : 4, 48(g) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 17/12/2013


Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas.

17 DEC 2013

(Debasish Dhar)
Additional District Sub-Registrar



Additional District Sub-Registrar
Rajarhat New Town, North 24 Parganas

12 DEC 2019



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 14250 of 2013
(Serial No. 15343 of 2013 and Query No. 1523L000025549 of 2013)

(Under Article : ,E = 21/- on 17/12/2013)

Deficit stamp duty

Deficit stamp duty Rs. 50/- is paid , by the draft number 622063, Draft Date 13/12/2013, Bank : State Bank of India, Rajarhat Township, received on 17/12/2013

(Debasish Dhar)
Additional District Sub-Registrar




17 DEC 2013
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
(Debasish Dhar)
Additional District Sub-Registrar



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 13266 to 13278
being No 14250 for the year 2013.




(Debasish Dhar) 17-December-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal