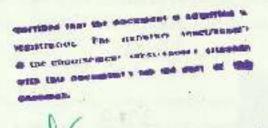
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बैवड्ल पश्चिम बंगाल WEST BENGAL

\$ 698226



Additional District 3nd-Registras Maw Town, North 24 Pas 0 3 JUN 2014

DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT

TO ALL TO WHOM THESE PRESENTS SHALL We, the persons hereinafter named SEND GREETINGS.

23 MAY 2014 Samitan Das Stamp Vander Aligore Pelica Court South 24 P.p., Kol-71 CAMINAGH 201) 3929 WELL HOMES PROJECTS PVI, LTD. 3926



3927

Milita Pal.

Chaitali whather.





Additional District Sub-Registrate

2 6 MAY 2014

Sarbojit Ghosh
Advocate
High Court, Calcutta

(1) SHRI. ABHIJIT PAL (PAN BORPP8007E) son of Manik Chandra Pal & Err. Bakha Pal, residing at 48 (old 60) G.T. Road, Bally, P.S.- Bally, Howrah-711201. (2) SMT. MITRA PAL (PAN ASVPP0622Q) wife of Akkari Pal residing at Pal Ghat Lane, Behr, P.S.- Bally, Howrah-711202. (3) SMT. CHAITALI KHATUA (PAN AFOPK7148E) wife of Shibendu Khatua residing at 470, G.T. Road, Bally, P.S.- Bally, Howrah-711201.

[hereinafter for the sake of brevity referred to as "the said PRINCIPALS / OWNERS"]

WHEREAS:

- A. The said <u>PRINCIPALS</u> have by the way of legal inheritance became the owners of ALL THAT pieces and parcels of land containing 0.05 Acres more or less, together with easements of all kinds, more fully described in the <u>SCHEDULE</u> hereunder written and are presently seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners thereof.
- B. Thus the said <u>PRINCIPALS</u> in the manner stated above become the absolute owners and are presently seized and possessed of the <u>SAID LAND</u>, containing 0.05 Acres, more or less, more fully described in the <u>SCHEDULE</u> hereunder written (hereinafter for sake of brevity referred to as <u>"the SAID PROPERTY"</u>):
- C. The said Property is at present in peaceful possession of the said OWNERS and they intend to develop it by constructing building/buildings thereon containing Residential self-contained flats/units, flats, Parking Space and commercial space with intention to sell, lease, transfer or otherwise dispose of or to deal with the same to the interested parties/persons.
- D. As it is not practically feasible for the said <u>OWNERS</u> to be available at the time and participate in the development and construction activities of the said project, it has been felt imperative by the said <u>OWNERS</u> to choose and appoint a person to execute the tasks of Project Development and Sales in their name and/or on her behalf as their Manager, Purc Agent and/or Attorney.
- E. Hence, vide 02 (two) Development Agreement dated 13/06/2013 and 04/09/2013 duly registered in the office of the ADSR- Rajarhat and duly recorded in Book- I, Volume no- 11, Pages- 2607 to 2645, Being no- 07366 for the Year 2013, and Book- I, Volume no- 15, Pages- 13529 to 13555, Being no- 10651 for the Year 2013 respectively, We, the hereinabove named *PRINCIPALS* have authorized appointed, constituted and empowered made in favour of WELLHOMES PROJECTS PVT. LTD.[PAN. AABCW0195Q J, (CIN U45400WB2010PTC153971), a private limited company duly incorporated under the province.

represented by its Director, Sri Amitabh Roy son of Sri Sunil Kumar Roy, working for gain at D-302, City Centre, DC Block, Salt lake City, Police Station-Bidhan Nagar, Kolkata 700, 064 (hereinafter referred to as "the said ATTORNEY") who through its Directors has sufficient experience and knowledge in the work of Real Estate Development and Construction of Buildings and is capable of undertaking the Development of the said property and making Construction of the building/buildings; as our Manager absolute authorized Agent and/or our true and lawful Attorney to look after manage control and deal on our behalf all matters connected with the development of the said Property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/spaces, and the said M/S WELLHOMES PROJECTS PRIVATE LIMITED had also accepted such appointment on the terms and conditions more fully mentioned in such Agreement (hereinafter referred to as "the said AGREEMENT").

NOW KNOW YE BY THESE PRESENTS WE, the within-named **PRINCIPALS** doth hereby constitute and appoint the said Attorney as the true and lawful attorney agent of the **PRINCIPALS** in the name and on behalf of the **PRINCIPALS** and to do execute exercise and perform all or any of the following acts deeds and things relating to the said Property in terms of the said Agreement i.e. to say:

- 1. To look after, manage and assist the work of all Developments, Constructions, Marketing, etc. in the said Project and if necessary in respect thereof shall also obtain on behalf of the <code>OWNERS</code> necessary permissions/sanctions from Municipality, Panchayet, Zilla Parisad, Panchayet & Rural Development, B.L.&L.R.O, S.D.L.&L.R.O, D.L.&L.R.O., Urban Land Ceiling Department, Kolkata Improvement Trust, Microwave Division of the BSNL, West Bengal Fire and Emergency Services, Airport Authority of India, Land Acquisition Collector, SWID, KMC, KMDA, Kolkata Police, West Bengal Police, Pollution Control Board, PWD and/or other Govt. Departments wherever and whenever required, and shall be entitled to likewise apply for and obtain connections and utilities at the said property from CESC Ltd., W.B.S.E.D.C.I., Kolkata Telephones, Irrigation Department, Pipe Line Gas and other Authorities and put new lines of drains, water connections and other communications and install new Lifts, Elevators, Escalators, Generators and other utilities and facilities upon obtaining all necessary permissions, licenses and sanctions for the use and enjoyment thereof by the occupiers in the said Building/Buildings, on such terms and conditions as may be deemed reasonable by the said <code>ATTORNEY</code>:
- To defend the possession granted as above and maintain, manage the affairs of the said property and protect the same in all manners;

- 4. The said Attorney shall carry on the said Construction in a lawful manner and shall abide by and comply with all formalities, legalities and other matters and shall not violate Building Rules, Regulations and laws and shall follow and observe the usual rules, procedures and practices in construction of the new Building or Buildings. The said Attorney shall always obtain necessary License(s)/ Permission(s)/Order(s) for storing the Building materials on foot paths or outside the said Premises, if so required to be stored for time being.
- The said Attorney will employ its expertise and experience and look after the said work of Project execution in good substantial and workman like manner.
- 6. To negotiate with all occupants at the said Property or any part thereof, if any, and get from time to time their respective occupied portions vacated from them or any of them on such terms and conditions as the said Attorney may deem fit and proper including by obtaining surrender and/or release and/or by providing alternative accommodation and/or by instituting or continuing any suit appeal execution proceedings or other legal proceedings or otherwise as may be deemed fit and proper by the said Attorney and to become a party to and/or otherwise enter into sign execute register and deliver all agreements documents attornments surrenders and writings as may be deemed fit and proper by the said Attorney in connection with getting the said Property or part thereof vacated from the unauthorized occupants/trespassers/ other occupants, wherever the situation so demands;
- 7. To cause to be amalgamated the said property in the records of the Panchayet and other concern authority as one single property and for that purpose to do all required acts deeds and things as may be required:
- 8. To take all steps relating to the assessment of Panchayet taxes and/or the annual valuations of the said property and arrange for representation at all hearing and object to the assessments if unlawful or unreasonable or excessive and have the same finalized and completed;
- 9. To incur all rates, taxes, charges, expenses and other outgoings whatsoever (including panchayet rates and taxes, land revenue and other charges whatsoever) payable in respect of the said Property or the Building or Buildings that may be constructed thereon or any part or parts thereof and receive refund of the excess amounts, from the concerned authorities and to grant receipts and discharges in respect thereof;

- 10. To have the said lands/property surveyed and measured and to have the soil testing done thereon for knowing the strength of the soil beneath the ground level so that the structure load bearing capacity can be ascertained and so that the structural design can be prepared on the reports of the soil strength and to appoint Consultants and Experts for such soil testing at the appropriate remuneration and incur the same;
- 11. To appoint and also to terminate the appointment of Architects, Engineers. Structural Engineers, MEP Consultant, Environmental Consultant, PHE Consultant, Drainage and Plumbing Engineers, Fire-Fighting consultants, Electrical Engineers and such other Consultants, Engineers or Agencies as may be necessary for developing the said Lands/Property in such manner as the said Attorney may deem necessary and in appointing such Architects, Consultants etc. the said Attorney will be entitled to fix their fees and/or Consultation charges:
- 12. To appoint suitable number of Supervisors, Contractors, Workers or Labours that may be necessary for carrying out the work of Construction including but not limited to the appointment of Contractors for Civil Construction, Drainage, Plumbing, Interior and Exterior Decoration. Gardening/Landscaping, Electrification, Fire Fighting, Digging deep Tube-well, Sanitation and to enter into and sign the Agreements with them fixing the remuneration and agree to the detailed terms and conditions of work/duties and manner of payments as the Attorney think fit and proper.
- 13. To appoint various other types of persons e.g. experts, skilled and unskilled workers directly or indirectly for the development of the said property and construction of the buildings/constructions including swimming pool, health club, general club, and other amenities and also appoint if necessary supervisor, caretakers, canteen operators, peons, operators, security guards, electricians and other necessary staff and employees and persons for managing the affairs of construction, possession and smoothly running and carrying out the developmental work and constructional activities at the said property.
- 14, To have prepared finalized submit modify the building plans for development and construction of building/s at the said property with the Panchayet, Zilla Parisad, P&RD, MED, KMDA, NKDA and/or any other authority or authorities as may be necessary and to sign verify and re-verify all applications, forms, undertakings, declarations, papers and documents in this regard;
- 15. To gift any part or portion of the said property to the Authorities concerned, if the situation so demands for the purposes connected to sanctioning of the plan, and do all

other necessary acts deeds and things as be expedient for succlassing, remaidation, renewal, modification and/or alteration of plans;

- 16. To deposit all requisite charges, Sanction fees and Govt. fees that may be necessary for sanctioning of plan and development at the said property and also all other fees like mutation fee, amalgamation fee, drainage connection fees, electric deposit and charges, completion fees, inspection fee or any other fees and charges or monetary payment that may from time to time become payable for Development and Construction and completion of the Building at the said Property;
- 17. To appear and represent the said **OWNERS** and each of them before any Registrar, Sub-Registrar, Additional Registrar and/or any other Registration Authorities, Collector, Commissioner, KMC or any other Municipality / Corporation, KMDA, Competent Authority under the Urban Land (Ceilling & Regulation) Act, 1976, Kolkata Improvement Trust, Fire Brigade, Govt. or Semi-Govt. body or Private body in connection with the matters relating to the said Property and its Development and Construction and completion of the Buildings on the Land of the said Property and for all other purpose as contained herein, either in person or through appointed lawyers or authorized representatives and to furnish all papers, documents as may be required and do all acts, deeds and things that may be necessary;
- 18. To sign and apply for permission for Sewerage, Drainage, Water, Telephone, Gas connection and/or any other connection as my be required or thought fit and proper and obtain. Commencement certificate, Completion certificate and/or Certificate or Fitness/Occupancy for the entire Construction or part thereof from the concern authorities and to sign and submit all such papers, applications, documents, letters that may be necessary for obtaining these certificates or any other certificate and to deposit necessary Charges, Fees in respect thereof;
- 19. To apply for and demolish the existing structures if any, and to level the land and erect boundary walls and take all security/protective measures:
- 20. To apply for and obtain registration under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and to obtain all licenses and permissions under the said Act as may be required for Construction of Building/s at the said Property;
- 21. To purchase and acquire all good and standard quality of materials that may be required for the purpose of construction and to select the suppliers who will be supplied.

the materials at the rates to be fixed by the said Attorney and approve payment to the suppliers;

- 22. To insure and keep insured all or any Constructions Installations Utilities etc. at the said Property or any part thereof against loss or damage by Fire, Earthquake and/or other risks as be deemed necessary and/or desirable by the said ATTORNEY;
- 23. To negotiate for Sale, Leasing or otherwise Transfer of the Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces in the new Building or Buildings to be constructed at the said Property or any of them to the person or persons interested in owning, purchasing, taking on lease and/or otherwise acquiring the same together with or independent of or independently the land comprised in the said Property, or any of them at such consideration, premium, rent etc., and on such terms and condition as the said Attorney may deem fit and proper and to receive all proceeds, consideration and other amounts there from and grant valid receipts and discharges which shall fully exonerate the person paying the same;
- 24. To enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other constructed areas/salcable spaces and/or undivided share in the Land comprised in the salc of the said Property or part thereof for and on-behalf of the said OWNERS and for that to sign execute and deliver all papers deeds cancellations documents instruments and writings and do all acts deeds and things, including to make refunds and payments to them on any account whatsoever and also to deal with the space and rights of such person or persons in such manner as the said Attorney may deem fit and proper;
- 25. To ask, demand, sue for, recover, realize and collect all monies, earnest monies, considerations, premiums, rent, construction costs, deposits, advances, compensations, interests, damages, payments whatsoever etc., which are or may be due payable/recoverable from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same;
- 26. To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of transfer executed by the said OWNERS and/or by the said Attorney by virtue of the authorities hereby conferred, in favour of the person or persons interested in owning, purchasing, taking on lease and/or otherwise acquiring Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces in the new Building or Building or the said and other constructed areas or saleable spaces in the new Building or Building or the said areas are said as a said and other constructed areas or saleable spaces in the new Building or Building or the said areas areas are said as a said and other constructed areas or saleable spaces in the new Building or Building or the said and other constructed areas or saleable spaces in the new Building or Building or the said areas or saleable spaces in the new Building or Building or the said areas or saleable spaces.

such covenants or under notice to determine or quit then to exercise such right, amongst others;

- To deliver possession and/or make over the constructed Flats/Units portions and issue letters of possession and to do all and everything that shall be necessary for completing all sales, transfers, leases or tenancies or otherwise;
- 28. To form and/or promote an Association, Co-operative Society, Limited Company for Maintenance of the Building/s at the said Property and so long as the same is not formed, to do maintenance work and realize statutory taxes impositions surcharge expenses maintenance charges fixed from time to time from the occupants for granting electricity commercial facilities, water, lifts and other facilities to the occupants and to grant valid receipts in respect of the amounts so realized/received and to incur all costs in respect of such maintenance of the Building (s)/Premises there from:
- 29. To receive compensations and other moneys payable in respect of acquisition and/or requisition of the said Property or any of them or any part thereof or the Building or Buildings to be constructed on the said Property or any of them or any part thereof;
- 30. To file complaints with the concerned Police Department / Magistrate other authorities for protecting the said Property and each of them and/or the Buildings to be constructed thereon against all unlawful acts done by anyhody and prosecute the same;
- 31. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, agreements, supplementary agreements, consents, confirmations deeds, sale deeds, transfer deeds, lease deeds, nominations assignments, cancellation deeds, rectifications deeds, declarations, affidavits, applications, undertakings, indemnities and other documents:
- 32. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions and other legal proceedings and demands civil criminal or revenue concerning the revaluation renewal modification and/or alteration of the plans and/or construction of building or buildings and/or obtaining of permissions, clearances, certificates etc., and/or concerning the said Land/Property and/or relating to the sale or transfer of the Flats, Units, Car Parking spaces or rights, Servants Quarters and other Constructed areas or Saleable spaces in the new Building or Buildings to be constructed at the said property and/of touching any of the matters in which the OWNERS in any way or manner now are or may hereafter be interested or concerned; And if thought fit to compromise settle refer to active.

suited in any such action or proceedings as aforesaid before any Court or Tribunal, Civil or Criminal or Revenue, including the Municipal Tribunal Collector, Thika Controller etc.:

- 33. To sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, Declarations, affidavit, undertakings, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding as the occasions shall require and/or as the said Attorney may think fit and proper:
- 34. To accept notices summons and services of papers from any Court, Tribunal/postal authorities and/or other authorities and/or persons.
- 35. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments;
- 36. To take Loans and finance for development and construction of the said project from any financer including but not limited to Bank, financial institution, or any other authority by the way of creating mortgage in respect of the schedule property in part or in full with creating security/charges over the said schedule property strictly for the purpose of raising fund for successfully completion of the project and shall deposit title deeds, all relevant deeds and documents of the property with such financer and after the said loan are duly paid off by the developer/attorney leading to release of the title deeds, all relevant deeds and documents of the property from the said financer.
- 37. To appoint and terminate the appointment from time to time of any substitute or substitutes for exercising all or any of the authorities hereby conferred on the said Attorney AND to appoint all or any of its officers with the powers and authorities hereby conferred on the said attorney.

All the receivables shall be paid by the attorney to the principles and all the payables/expenses borne and incurred by the attorney shall be paid/borne by the principles.

AND IN GENERAL to do all acts, things deeds etc in respect of the said property as also the development and construction thereof and/or the rights, authorities, benefits directly and or indirectly to and/or in relation to the said property and which we could do ourselves.

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AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said Property or any part thereof and/or in the building to be constructed at the said Property which the Principals themselves could have lawfully done under their own hand and seal, if personally present.

AND the Principals do and each of them doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney has lawfully done and or snail or cause to be done in or about the property aforesaid under these presents in terms of the said Agreement as our own acts deeds and things as if done by us personally AND that shall remain bound by the said acts deeds and things as if done by us personally.

SCHEDULE

ALL THAT PIECE AND PARCEL of land measuring 0.05 Acres more or less lying and situated in Mouza- Reckjoani, J.L. No- 13, appertaining to R.S. Dag- 390 corresponding to L.R Dag- 390 under L.R. Khatian no- 6330, 6331, 6333 within the jurisdiction of Rajarhat Bishnupur- I Gram Panchayet, Police Station- Rajarhat, A.D.S.R. Rajarhat, District North 24 Parganas.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property.

IN WITNESS WHEREOF the Principals have executed this Power of Attorney on this 26TH day of May, 2014.

SIGNED AND DELIVERED by the within named PRINCIPAL at Kolkata in the presence of

WITNESSES

- 1. Shibendie Kr. Khatua 407. G.T. Road. Bally, Howard.
- 2. Piraxi Passera D. 202, City Centre Soft Care, KO1-64

Aphigit Pal.

SIGNATURE OF THE EXECUTANT

WELL HOMES PROJECTS PA

SIGNATURE OF THE ATTORNEY

Drafted by me

Sarbajji, Ghosh

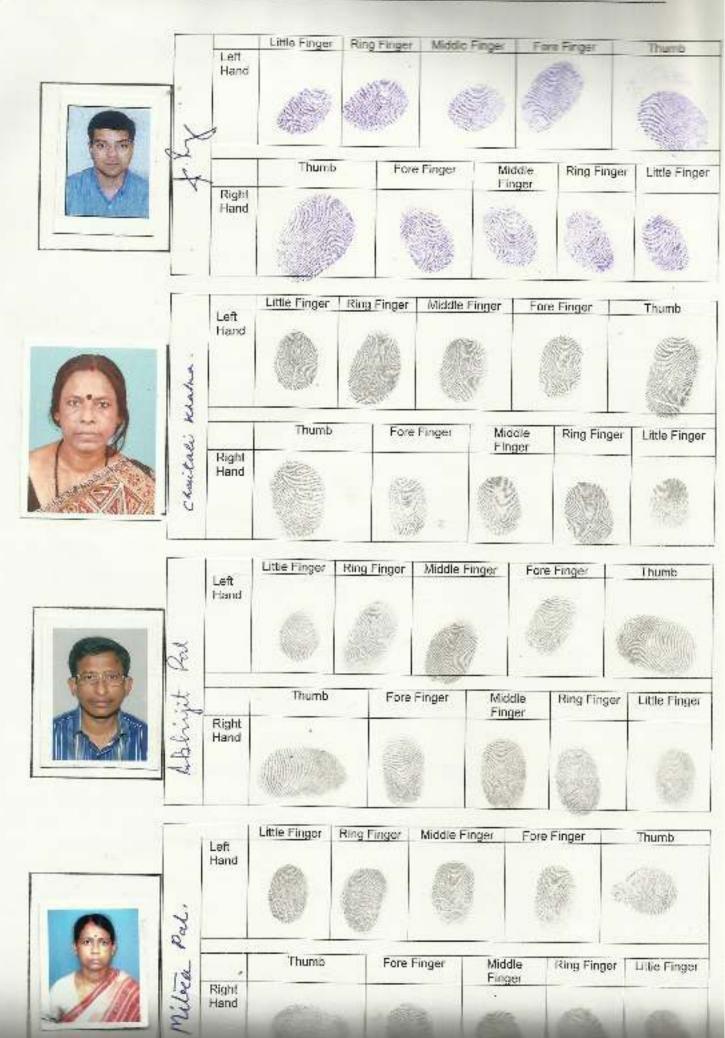
High Court, Calcutta



Additional District Sub-Regions,

2 6 MAY 2014

SPECIMEN FORM FOR TEN FINGERPRINTS





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

Endorsement For Deed Number : 1 - 06224 of 2014 (Serial No. 06523 of 2014 and Query No. 1523L000011031 of 2014)

On 26/05/2014

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

Presented for registration at 20:00 hrs on :26/05/2014, at the Private residence by Amitabh Roy .Claimant.

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

Execution is admitted on 26/05/2014 by

- Abhijit Pal, son of Manik Chandra Pal, 48 (Old 60) G.T. Rd Bally, District:-Howrah, WEST BENGAL, India, Pin:-711202, By Caste Hindu, By Profession: Others
- Mitra Pal, wife of Akkari Pal, Pal Ghat Lane Belur Bally, District:-Howrah, WEST BENGAL, India, Pin :-711202, By Caste Hindu, By Profession: House wife
- Chaitali Khatua, wife of Shibondu Khatua, 470 G T Rd Bally District: Howrah, WEST BENGAL, India. Pin:-711201, By Caste Hindu, By Profession: Others
- Amitabh Roy
 Authorised Signatory, Wellhomes Projects Pvt Ltd, 186 Rajarhat Rd, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700157.
 By Profession: Business

Identified By Sarbojit Ghosh, son of ..., H C, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Debasish Dhar) Additional District Sub-Registrar

On 27/05/2014

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 assessed at Rs.-22,30,304/-

Certified that the required stamp duty of this document is Rs.- 70 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Debasish Dhar) Additional District Sub-Registrar

On 03/06/2014

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

Payment of Fees:

Amount By Cash

Additional District Sub-Registres
Schools New Yorks, North St Parameter

U 3 JUN 2014 (Debasish Dhar) Additional District Sub-Registrar

EndorsementPage 1 of 2



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

Endorsement For Deed Number: 1 - 06224 of 2014 (Serial No. 06523 of 2014 and Query No. 1523L000011031 of 2014)

Rs. 21.00/-, on 03/06/2014

(Under Article : ,E = 21/- on 03/06/2014)

(Debasish Dhar) Additional District Sub-Registrar

> Accitional District Sub-Reguttes Salashal Haw Town, North Sa Passesses

0 3 JUN 2014 (Debasish Dhar)

Additional District Sub-Registrar



Mining of all

Certificate of Registration under section 60 and Rule 89.

Registered in Book - I CD Volume number 10 Page from 4102 to 4117 being No 08224 for the year 2014.



1

(Debasish Dhar) 03-June-2014 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal