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Mc 793/09 R

ANNEXURE - 5  
00447/09

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vet  
9.7.09  
gury  
6781/09



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

*[Signature]* F 698805

201(6) 250  
1251-  
3781-  
09-07-09  
484  
E71-

Certified that the document is admitted to registration. The registration fees and tendered stamp duty are as stated in the schedule of the part of this document.

**POWER OF ATTORNEY**

Sub-Registrar - III

South 24 Parganas

10.7.09

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, THE WEST BENGAL HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII OF 1972 together with up-to-date amendments of the Act), having our office at 105, Surendra Nath Banerjee Road, Kolkata - 700 014, SEND GREETINGS :

WHEREAS

A. By an Agreement dated 08-07-2009 hereafter called the "SAID AGREEMENT", West Bengal Housing Board hereafter called "THE BOARD", have engaged Bengal Peerless Housing Development Company Limited, hereinafter called "THE COMPANY" as the Developer for the development (by way of construction) of a housing Scheme, hereafter called "THE COMPLEX", on 12.67 acres of land in Mouza - Barakhola, described in the SCHEDULE hereto and delineated on the Map or Plan annexed hereto and bordered "RED" thereon and thereafter called "THE LAND", as per the Scheme framed and to be finalised by the Company subject to and in accordance with the policy of the State Government hereafter called "THE SCHEME".

*[Signature]*  
Housing Commissioner  
West Bengal Housing Board

Contd.....2



41190

NAME... WBHB  
 ADD/ADV...  
 RS... 105  
 6 JUL 2009  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road. Kol-2

S. N. B. D.

27-12

Subir Das

[Signature]



VET 11/12/07

Subir Das

Housing Commissioner  
West Bengal Housing Board  
(SUBIR DAS.)



[Signature]

Hour South 24 Park Street  
09 JUL 2009

Honorable Siranoy  
Associate  
High Court, Calcutta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV  
CD Volume number 1  
Page from 3690 to 3701  
being No 00447 for the year 2009.



*K. Parai*

Sub-Registrar - III  
South 24 Parganas  
2009

(Kalobaran Parai) 13-July-2009  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R.-III SOUTH 24-PARGANAS  
West Bengal



**Government Of West Bengal**  
**Office of the D.S.R.-III SOUTH 24-PARGANAS**  
**ALIPORE**  
Endorsement For deed Number :IV-00447 of :2009  
(Serial No. 03959, 2009)

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On 09/07/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 05.30 hrs on :09/07/2009, at the Private residence by Subir Das, Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 09/07/2009 by

1. Subir Das, Housing Commissioner, W. B. Housing Board, 105, Surendra Nath Banerjee Rd, Kolkata-700014,  
profession : Others

Identified By Haraprosad Sinharoy, son of . : High Court Kolkata Thana: ., by caste Hindu, By Profession : Advocate.

Name of the Registering officer : **Kalobaran Parai**  
Designation : **DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**

On 10/07/2009

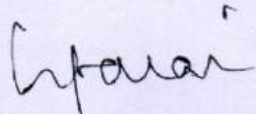
Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962, duly stamped under schedule 1A Article number : 48(d) of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : , E = 7/- on: 10/07/2009

Name of the Registering officer : **Kalobaran Parai**  
Designation : **DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**

  
Dist. Sub. Registrar - III  
Alipur, South 24 Parganas

10 JUL 2009

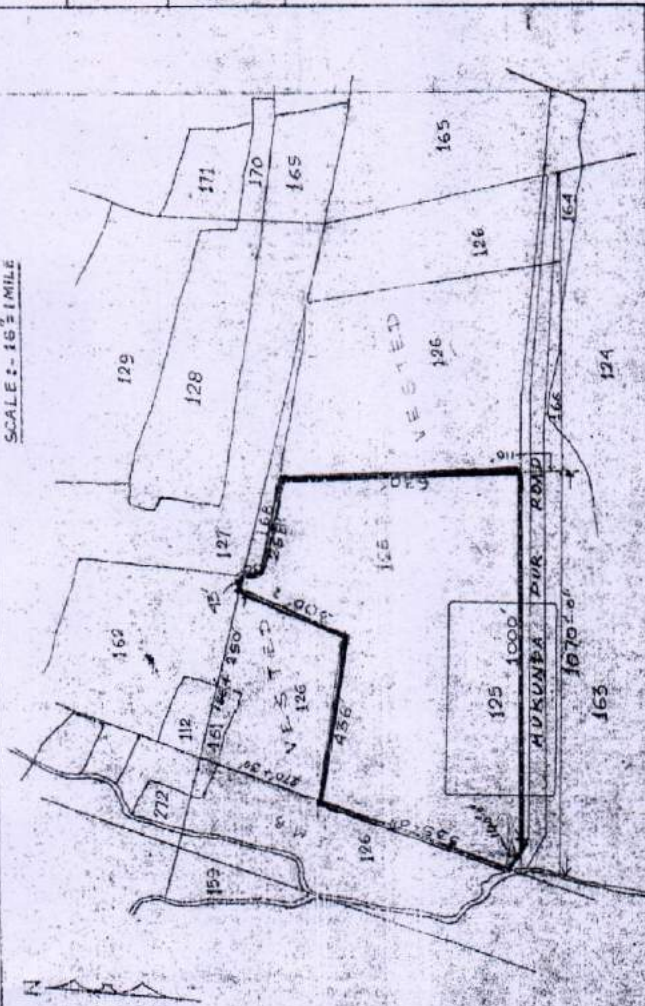
[Kalobaran Parai]  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-  
PARGANAS  
OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-  
PARGANAS  
Govt. of West Bengal

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PERMISSIVE POSSESSION OF 12.67 ACRES LAND TO BE HANDED OVER TO M/S-BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED FOR THE PURPOSE OF HOUSING DEVELOPMENT SCHEME AT MOUZA:-BARAKHOLA, J.L.NO-21, UNDER P.S.-KASBA NOW PURBA JADAVPUR IN THE DISTRICT-24 PARGANAS (S) WITHIN K.M.C.AREA.

SCALE:- 1/16<sup>1</sup>/<sub>2</sub> INCH



SCHEDULE OF PLOTS

MOUZA & J.L.NO.	P.S.	R.S.DAG NO.	SPECIFIC PORTION	AREA IN ACRE
BARAKHOLA NO- 21	KASBA NOW PURBA JADAVPUR	125 (PART) 126 (PART)	NORTHERN MIDDLE	2.40 10.27

TOTAL AREA = 12.67

For Bengal Peerless Housing Development Co. Ltd.

*[Signature]*  
A. N. BANERJEE  
General Manager

PERMISSIVE POSSESSION TAKEN OVER BY THE AUTHORISED REPRESENTATIVE OF M/S. B. P. H. D. C. Ltd.

*[Signature]*

Housing Commissioner

West Bengal Housing Board  
WEST BENGAL HOUSING BOARD  
105, S. N. BANERJEE ROAD, KOL. 74.

16/08/2009

PERMISSIVE POSSESSION HANDED OVER BY K.G.D. WEST BENGAL HOUSING BOARD

A. K. MATI  
K.G.D.

West Bengal Housing Board

Plot No. 125, Parganas - III  
Allpur, South 24 Parganas

09 JUL 2009



B. THE BOARD is desirous of granting necessary powers and authorities to THE COMPANY inter alia for the purpose of effective and speedy execution of THE SCHEME as per terms of the "SAID AGREEMENT".

NOW KNOW YE BY THESE PRESENTS that we, the said WEST BENGAL HOUSING BOARD do hereby nominate, constitute and appoint the said M/S BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED, A Joint Sector Company having its Registered Office at 6/1A, Moira Street, Mangal Deep, Ground Floor, Kolkata - 700 017 as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereafter :

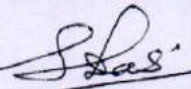
1. To receive permissive possession of THE LAND from THE BOARD and to hold, manage and maintain such permissive possession in accordance with the terms and conditions contained in the SAID AGREEMENT.
2. To enter into, hold and defend permissive possession of THE LAND and every part thereof and also to manage, maintain and administer THE LAND and all buildings and construction to be constructed thereon and every part thereof.
3. To have THE LAND developed by construction of THE COMPLEX as per THE SCHEME, containing ownership flats and/or other buildings and/or structures with commercial/recreational units/spaces on ownership or on lease thereon as per approved plan and for the said purpose, to do soil testing, excavation and all other works.
4. To raise necessary finance for execution of THE SCHEME from HUDCO, Financial Institutions, Banks and such other authority or authorities for development of the Land by construction of THE COMPLEX as per THE SCHEME and for that purpose, with prior approval of THE BOARD to create mortgage or any other lien over THE LAND and/or the Complex in favour of HUDCO, Financial Institutions and/or Banks and/or other bodies, provided however, that THE COMPANY shall repay such liabilities at the earliest opportunity and shall at all times keep THE BOARD saved and harmless against any claim, loss or damage that THE BOARD may have to face in relation to or arising out of such mortgage.

  
**Housing Commissioner**  
**West Bengal Housing Board**  


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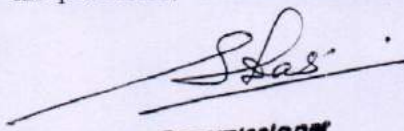


5. To appear before all necessary authorities, including Municipality, Fire Brigade, Competent Courts and Police in connection with the execution of THE SCHEME and construction of THE COMPLEX.
6. To apply for and obtain such permissions, as be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of THE COMPLEX.
7. To apply for and obtain electricity, water, gas sewage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
8. To warn off and prohibit any trespasser on THE LAND or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
9. To negotiate for sale/lease and/or transfer of flats/commercial units/spaces or portions thereof together with the undivided share in THE LAND and the rights appurtenant thereto and to enter into agreements, including sale - agreement, lease - agreement, containing such provisions and with such purchasers and/or other persons as provided for in the said Agreement and to receive earnest moneys and/or part and/or full premium/consideration thereunder and also to fulfil and enforce mutual obligations thereunder. But in case of such sale, THE COMPANY shall keep THE BOARD fully informed.
10. To sign, execute, enter into, modify, cancel, alter, draw, approve agreements and/or Deeds of conveyances for transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavits, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and transfer of THE LAND or any part thereof and to receive premium/consideration, rents, service charges, taxes and other amounts therefor and grant valid receipts and discharges for the same.

  
**Housing Commissioner**  
**West Bengal Housing Board**



11. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
12. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
13. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
14. To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
15. After execution of THE SCHEME and construction of THE COMPLEX, to sign and submit all papers, applications and documents for having the separation, amalgamation and mutation, if necessary, effected in all public records and with all authorities and/or persons, including, the Municipality, in respect of THE LAND, and if necessary, to deal with such authority and authorities in any manner, to have such separation, amalgamation and mutation effected if necessary.
16. To engage and appoint Architects and Consultants cause preparation of Building Plans, appear before the Municipality and other authorities and Government Departments and/or Officers and also all other States, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the development and construction of THE COMPLEX and/or other buildings on THE LAND and connections of utilities and in connection therewith, to sign all petitions, Vakalatnamas, memo of appeal and other papers and documents.

  
**Housing Commissioner**  
**West Bengal Housing Board**

Contd.....5



(5)

17. To pay all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefor.

18. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid.

19. To appear and represent THE BOARD before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.

AND We do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney and Agent shall lawfully do or cause to be done in or about the aforesaid premises, so long as the said Agreement is valid and subsisting.

  
**Housing Commissioner**  
**West Bengal Housing Board**  


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**THE SCHEDULE ABOVE REFERRED TO****(THE LAND)**

Mouza : Barakhola

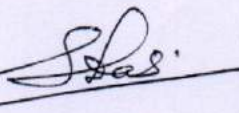
J.L. No. : 21

P.S. : Purba Jadavpur

R.S. Dag No. (1)	Specific Portion (2)	Area in Acres (3)	Remarks (4)
125 (P)	Northern	2.40	Marked (P) indicates part of the plot
126(P)	Middle	10.27	

Total : 12.67 Acres having the boundaries :-

North - Plot No. 126 (P) & 162 & 168  
 South - Mukundapur Road  
 East - Plot No. 126 (P)  
 West - E M By Pass

  
**Housing Commissioner**  
**West Bengal Housing Board**





(7)

IN WITNESS WHEREOF, we have executed these presents on this .....<sup>8th</sup>.....day of  
July, 2009

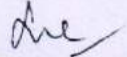
EXECUTED AND DELIVERED by the

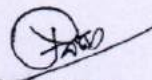
HOUSING COMMISSIONER, WEST BENGAL HOUSING BOARD

*SUBIR DAS. s/o. Late P. L. DAS*  
for and on behalf of West Bengal Housing Board, at Kolkata, in

the presence of :























  
**Housing Commissioner**  
**West Bengal Housing Board**

1)   
**F. A.-cum-C.A.O.**  
**West Bengal Housing Board**

2)   
**Parimal Das**  
**Accounts Officer (Finance)**  
**West Bengal Housing Board**



**SPECIMEN FORM FOR TEN FINGERPRINTS**

	<i>S. S. S.</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
	<i>Kemasamar Bayeh</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		(Left Hand)					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		(Right Hand)					
PHOTO							
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						
PHOTO							
	(Left Hand)						
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						