09821 08972/2014

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL R 768049

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11.8.14
11:52

SPECIFIC POWER OF ATTORNEY UNDER REGISTERED DEVELOPMENT AGREEMENT

KNOW ALL TO WHOM THESE PRESENTS SHALL COME We, **(1) SRI. SANJIB ROY** son of Muktipada Roy **(2) SMT. ANJANA ROY** wife of Sri Sanjib Roy, by Nationality Indians, by faith Hindu, by occupations Business, both residing at Ganga Yamuna Apartment, K. L. 1, Jagathpur, P.O: Gouranganagar, P.S. New Town, Joyti Basu Nagar, District: North 24 Parganas, both jointly and or collectively hereinafter referred to as the "**PRINCIPALS**" hereby **SEND GREETINGS THAT:**

Certified that the document is admitted to registration. The signature sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document

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

11 AUG 2014

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ক্রেতার নাম Adenga Construction Pvt. Ltd.

পাং AD-169, SR মহা

ষ্ট্যাম্প ভেন্ডার বাবদ

বিধান নগর (সল্টলেক সিটি) এ. ডি. এস. আর. এ

মোট স্ট্যাম্প ক্রয় তাং 09 JUN 2014

চালান নং মোট কত টাকা খরিদ 950000

ট্রেজারী বারাকপুর ভেন্ডার মিতা দত্ত

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Rajarhat, New Town, North 24 Parganas

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Rajarhat New Town, North 24 Parganas

11 AUG 2014

Palisha Mitra
S/o Late J.C. Mitra
46/8 R.A.K. Road
Kol- 700055
Service

WHEREAS the Principals are joint owners of a Plot of Land being Plot No. 1, measuring an area about **06 (six) Cottahs** be the same a little more or less comprised in part of R.S. Dag No. 619(P), lying and situated at Mauza-Sulanguri, J.L. No. 22, under and part of R.S. Khatian No. 228, presently recorded under and part of L.R. Khatian No.478, within the ambit of the B.L. & L.R.O. Rajarhat, with common easement rights in all common passages in connection thereto, Police Station: New Town, District: North 24 Parganas, morefully described in the Schedule written hereunder hereinafter for the sake of brevity shall be collectively referred to as the **"SAID LAND"/"SAID PROPERTY"** and the Principals herein are seized and possessed of and or well and sufficiently entitle to their 'Said Land' as the Rayoti Owners under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever;

WHEREAS we the Executants being the absolute Owners of the **"SAID LAND"/"SAID PROPERTY"**, having our marketable right, title, interest and physical possession thereof, by a Development Agreement executed by us as the LAND OWNERS/PARTY OF THE FIRST PART and **M/S. ASTDURGA CONSTRUCTION PVT. LTD.**" a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City, Kolkata 700 064, being represented by one of its Directors SRI SANJAY GUPTA, son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality : Indian, residing at Dwarka Vedmani, AD-169,Sector-1, Salt Lake City, Kolkata 700 064, as the DEVELOPER/BUILDER/PARTY OF THE SECOND PART therein on this day, We have jointly and severally agreed to develop our said property through the said DEVELOPER/BUILDER on terms and conditions contained in the said Development or otherwise Joint Venture Agreement executed by and between us, i.e. the Executants/Land Owners in First Part and the said Developer/Builder on the Second Part.

AND WHEREAS to give true effect to the said Development Agreement and for proper implementation to the terms and conditions thereof, it is necessary to give a Power of Attorney to the said DEVELOPER/BUILDER to enable it to get the requisite exemption, permission, sanction etc. from the appropriate and/or competent authorities for smooth execution of the Development work in the "Schedule Property" and also for selling of the units, flats, car parking spaces and other portions in the new buildings proposed to be constructed on the land under the schedule hereto and also for all other practical purposes in terms of the said Development Agreement executed in between us and the said Developer prior to execution of these presents on this the 11th day of August, 2014 duly registered at the Office of the A.D.S.R. Rajarhat , North 24-Parganas vide Deed No. 08971 for the year 2014.

Sanjib Roy

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AND WHEREAS the said DEVELOPER/BUILDER has requested us to execute and grant the said Power of Attorney in favour of the DEVELOPER/BUILDER which we hereby do.

AND ALSO WHEREAS in terms of the said Development Agreement executed by us as being the Land Owners in First Part and said "**M/S. ASTDURGA CONSTRUCTION PVT. LTD.**" being the Developer on the Second Part on this day, it is condition precedent to authorize the said DEVELOPER/BUILDER i.e. the said "**M/S. ASTDURGA CONSTRUCTION PVT. LTD**" for proper execution of construction work in the Schedule hereunder written and as such we, **(1) SRI. SANJIB ROY (2) SMT. ANJANA ROY** the **PRINCIPALS** herein doth hereby jointly and severally nominate, constitute and appoint 1) **M/S. ASTDURGA CONSTRUCTION PVT. LTD.**, a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169,Sector-1, Salt Lake City, Kolkata 700 064, 2) **SRI SANJAY GUPTA,** son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality : Indian, residing at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City, Kolkata 700 064, one of the Directors of said **M/S. ASTDURGA CONSTRUCTION PVT. LTD.**" hereinafter be referred to as the Developers/Builders to be our true and lawful Attorney/s to do, execute and perform jointly or severally all or any of the following acts, deeds, matters and things namely : -

1. To enter into hold and defend possession of the said land and every part thereof also to manage maintain and administer the Said Land/Said Property and every part thereof.

2. To sign, execute and submit all plans documents statements papers undertaking, declarations and plans as may be required for having the plan sanctioned and/or the sanction plans modified and/or altered by the Rajarhat Gopalpur Municipality and other Authority Concerned.

3. To appear and represent us before all above necessary authorities including local Gram Panchayet, Zilla Parishad, Metropolitan Development Authority, N.K.D.A, HIDCO, Fire Brigade, West Bengal Police, the Competent Authority under the Urban Land (Ceiling and regulation) Act, 1976 and Government of West Bengal in connection with the sanction and modification and/or alteration of plans.

4. To pay fees, obtain sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the said property and also other papers and documents as may be required by the

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necessary authorities and to appoint Engineers, Architects and other Agents sub-Contractors for the aforesaid purpose as the said Attorney/s shall think fit and proper.

5. To Develop the said property by making construction of such type of building or building thereon as the said Attorney/s may deem fit and proper and for that purpose to take down demolish and/or remove any house building and/or structure of whatsoever nature on the premises.

6. To appoint and engage on our behalves Surveyors, Pleaders, Advocates or Solicitors wherever and whenever our said Attorney/s shall think fit and proper to do so discharge and/or terminate his or their appointments at their own discretion.

7. To apply for and obtain electricity, gas, water, sewerage, drainage telephone or other connections of any other utility to the said property and/or to make alterations therein and to close down and/or have dis-connected the same and for that purpose to sign execute and submit all papers applications documents and plans to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

8. To give undertakings, assurances and indemnities, so may be required for the purposes aforesaid.

9. To apply for and obtain mutation, conversion, amalgamation, separation, updation, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof and from the B. L. & L. R. O., the D. L. & L. R. O., Gram Panchayet, Zilla Parishad, Metropolitan Development Authority, N.K.D.A, Collector, District Magistrate, including (ADM), Airport Authority of India and any other appropriate authorities as may be deemed fit and proper by the said Attorney/s.

10. To commence prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning said property or any part thereof including relating to acquisition and/or requisition and/or in respect of the said property or any part thereof and if think fit to compromise settle refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any Court Civil, Criminal or Revenue, Tribunals including the Hon'ble High Court Kolkata.

11. To receive compensation payable in respect of any acquisition and/or requisition of the said property or any part thereof.

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12. To file and defend suits, cases, appeals, applications and whatever nature for and on behalf of or to be instituted preferred by or against any person or persons in respect of the said property and also to present and prosecute writ application in respect thereof.

13. To sign declare and/or affirm any plaint, written statement, petition, affidavit, verification, Vakalatnama, Warrant of Attorney, memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.

14. To deposit and withdraw fees documents and moneys in and from any court or courts and/or other person or persons or authority and give valid receipts and discharge therefor.

15. To negotiate for sale, lease and or transfer of the 'Said Property' and/ or undivided share or specified shares thereof and to enter into an agreements, at any price and with such purchaser/s and/or other persons our said Attorney/s shall deem fit and proper and to receive earnest money and/or part and/or full consideration thereunder and also to fulfill and enforce mutual obligations thereto.

16. To grant "Consent" and "No Objection Certificate" and permit to Transferees of Units, Parking Spaces and other Transferable Areas to take loans from any Banks or Financial Institutions.

17. To settle the price against suitable terms at our Attorney's sole discretion and to sign and execute any Agreement for Sale, Deed of Mortgage, Deed of Lease for any part or portion of the said properties in favour of any intending purchaser or purchasers, financial institute and/or of lessee or lessees and upon entering into such agreement to receive consideration money partly or fully and to give valid receipt and discharge for the same at the exclusive discretion of our said Attorney/s but only in respect of the flats, units and the portions under the "Developer's Allocations" in the proposed building/s within the proposed Housing Enclave togetherwith undivided proportionate share of the Said Land under the Schedule hereto as per terms and conditions of the aforesaid Development Agreement.

18. Upon such receipt of consideration in full to prepare, sign, execute and register all such Conveyance and/or Conveyances, Deed of Transfer, Deed of Lease and/or any such Deeds and Documents in favour of any such purchasers, mortgagees and/or lessees as the case may be and execution and registration of such Deeds to Transfer and convey the rights, title and interest of the Schedule property and / or any portion thereof.

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Rajarhat New Town, North 24 Parganas

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19. To present any or all such Conveyances, Deed of Transfers, and to rectify by Deed of Rectifications and / or any other Deeds or Documents in respect of the Said Properties before the Registrar of Assurances, Kolkata, concerning Sub-Registrar, District Registrar, Additional District Sub-Registrar for registration, to admit and execution and upon receipt of consideration to sign and execute such Deed or Deeds and have the said Conveyances and/or said Deeds and Documents registered and to do all such acts Deeds, things and matters which our said attorneys shall consider proper and necessary for conveying our said properties or any portion thereof.

20. To raise necessary finances including finance from any financial institution or any other authority or authorities or Financial Institution/s and/or Banks and to create mortgage or any other lien over the land or developed properties by executing registered Deed of Mortgage and/or keeping the title documents of land as security in favour of the Lender.

21. For allow any of the purpose hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents jointly or severally.

AND GENERALLY to acts as our Sole Attorney or Agent in relation to all matters touching our said land and proposed building/s and on our behalf to do and execute all, instruments, acts, matters, deeds and things as fully and effectually as we would do if personally present; AND we the abovenamed Principals doth hereby ratify and confirm and agreed to ratify and confirm all and whatsoever our said Attorney/s shall lawfully do or cause to be done in or about the "Said Property" described in the Schedule hereunder.

We hereby declare that the powers and authorities hereby granted are valid and enforceable till the "SAID PROPERTY" is fully and properly developed as per terms and conditions contained in the said Development Agreement by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning. This Power of Attorney is executed and presented for registration after registration of the Development Agreement executed by us on this day.

Be it mentioned hereto that this General Power of attorney in relation to the aforesaid registered Development agreement executed by us and the said Developers/Builders on this day, shall be read and interpreted analogously

Additional District Sub-Registrar
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considering both the documents a single document and transaction for its legal interpretation.

THE SCHEDULE ABOVE REFERRED TO:

(THE SAID DEMISED LAND/SAID PROPERTIES)

ALL THAT Plots of Land being **Plot No. 1**, of a Master Scheme Plan, measuring an area about **06 (six) Cottahs** be the same a little more or less comprised in **R.S. Dag No. 619, lying and situated Mouza-Sulanguri, J.L. No. 22, Touzi No. 178, R.S. Khatian No. 228, under R.S. No. 196, presently recorded under and part of L.R. Khatian No.478**, within the ambit of the B.L. & L.R.O. Rajarhat, with common easement rights in all common passages in connection thereto, Police Station: New Town, Sub- Ragistration Office: Additional District Sub- Registrar Bidhannagar (Salt Lake City) at present under A.D.S.R Rajarhat, New Town, District: North 24 Parganas. The said Plot is butted and bounded as follows:

ON THE NORTH	: By 10' feet common passage;
ON THE SOUTH	: By Plot No.2;
ON THE EAST	: By 10' feet common passage;
ON THE WEST	: By 10' feet common passage;

IN WITNESSES WHEREOF we the abovenamed PRINCIPALS have executed these presents on this the 11th day of August in the year Two Thousand Fourteen.

WITNESSES:-

1. Palyita Mitra
S/o Late J. C. Mitra
46/3 Rafi Ahamed Kidwai Rd.
Kol-700055

1. Sanjib Roy

2. Shyamal Kanti Roy
S/o Late Jitendra Roy
Cal-59

2. Anjana Roy.

PRINCIPAL

Drafted By prepared by
Bhabendra Kishore Roy
Advocate
High Court Calcutta.
F-563/547/89

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11 AUG 2014

SPECIMEN FORM FOR TEN FINGER PRINRTS

Sl. No.	Signature of the Executants/Presentants	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Sanjib Roy					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 Anjana Roy.					
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little

Seal of the Additional District Sub-Registrar
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Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 09821 / 2014, Deed No. (Book - I , 08972/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sanjib Roy Ganga Yamuna Apartment, K. L. 1, Jagathpur, Thana:-New Town, P.O. :-Gouranganagar, District:-North 24-Parganas, WEST BENGAL, India,	 11/08/2014	 LTI 11/08/2014	Sanjib Roy 11/08/2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sanjib Roy Address -Ganga Yamuna Apartment, K. L. 1, Jagathpur, Thana:-New Town, P.O. :-Gouranganagar, District:-North 24-Parganas, WEST BENGAL, India,	Self	 11/08/2014	 LTI 11/08/2014	Sanjib Roy
2	Anjana Roy Address -Ganga Yamuna Apartment, K. L. 1, Jagathpur, Thana:-New Town, P.O. :-Gouranganagar, District:-North 24-Parganas, WEST BENGAL, India,	Self	 11/08/2014	 LTI 11/08/2014	Anjana Roy.

Name of Identifier of above Person(s)
Pabitra Mitra
46/8 R. A. K. Road, District:-Kolkata, WEST BENGAL, India, Pin :-700055

Signature of Identifier with Date
Pabitra Mitra
11/08/2014

Additional District Sub-Registrar
Rajarhat Town, North 24 Parganas

(DebashisGhosh)
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT

11 AUG 2014

Government Of West Bengal

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

Endorsement For Deed Number : I - 08972 of 2014

(Serial No. 09821 of 2014 and Query No. 1523L000016677 of 2014)

On 11/08/2014

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

Rs. 21.00/-, on 11/08/2014

(Under Article : ,E = 21/- on 11/08/2014)

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.-49,49,996/-

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

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

Presented for registration at 11.52 hrs on :11/08/2014, at the Office of the A.D.S.R. RAJARHAT by Sanjib Roy , one of the Executants.

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

Execution is admitted on 11/08/2014 by

1. Sanjib Roy, son of Muktipada Roy , Ganga Yamuna Apartment, K. L. 1, Jagathpur, Thana:-New Town, P.O. :-Gouranganagar, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Anjana Roy, wife of Sanjib Roy , Ganga Yamuna Apartment, K. L. 1, Jagathpur, Thana:-New Town, P.O. :-Gouranganagar, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

Identified By Pabitra Mitra, son of Lt. J. C. Mitra, 46/8 R. A. K. Road, District:-Kolkata, WEST BENGAL, India, Pin :-700055, By Caste: Hindu, By Profession: Service.

(Debashis Ghosh)
Additional District Sub-Registrar

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

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(DebashisGhosh)
Additional District Sub-Registrar

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 7456 to 7467
being No 08972 for the year 2014.

(DebashisGhosh) 11-August-2014
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal