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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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SPECIFIC POWER OF ATTORNEY UNDER REGISTERED DEVELOPMENT AGREEMENT

KNOW ALL TO WHOM THESE PRESENTS SHALL COME I, **MRS. JABA DUTTA** wife of Mr. Ashis Dutta, by Nationality Indian, by faith Hindu, by occupation Housewife, residing at 4 No Dr. Suresh Sarkar Road, Police Station: Entaly, Kolkata- 700 014, hereinafter referred to as the "PRINCIPAL" 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

(Handwritten signature)

Additional District Sub-Registrar
New Year, North 24 Parganas

1107 1908 2014

13 AUG 2014

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ক্রেতার নাম _____

সং _____

স্থাপন ভেতর স্বাক্ষর _____

বিধান নম্বর (সনটিলেক নীতি) এ ডি. এস. আর. ✓

মোট কীমত ক্রয় তার _____

হালান নং মোট কত টাকা বারিদ _____

টেকসরী বাবাকপূর ভেতর মিতা দস্ত

ASTDURGA CONSTRUCTION PVT. LTD.
Dwarkan Vedmani, AD-169, Salt Lake, Sec-1
Kolkata-700 064

21 JUL 2014,

9980 00



Sub-Registrar, District Sub-Registrar
North 24 Parganas, New Town, North in Paschim

13 AUG 2014

SHYAMAL KANTI DAS,
S/O Late B.N.DAS,
4/1 DOCTOR LANE,
KOL-14,
P.S. TALTA LA P.S.
Service

WHEREAS the Principal is owner of a Plot of Land measuring 01 Cottah, 06 Chhittaks, 25 Sq.ft. little more or less, comprised in part of R.S. Dag No. 594 and 09 Chhittaks, 20 Sq.ft. little more or less, comprised in part of R.S. Dag No. 601, **total admeasuring 02 Cottahs** little more or less, all lying and situated at Mauza Sutanguri, J.L. No. 22, Touji No. 178, under and Part of R.S. Khatian No. 228 and Kri-Khatian No. 380, 173 & T.R./67, with common easement rights in all common passages provided in the said Scheme Plan abutting the Said Plot No. 14, at present recorded in the name of the Principal herein under L.R. Khatian No. 1234, within the ambit of the BL & LRO Rajarhat, Police Station: New Town formerly Rajarhat P.S., District: North 24 Parganas, morefully described in the First Schedule written hereunder and hereinafter for the sake of brevity referred to as the **"SAID LAND"/"SAID PROPERTY"** and the Principal herein is seized and possessed of and or well and sufficiently entitle to her 'Said Land' as the rayoti Owner under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever;

WHEREAS I the Executant herein being the absolute Owner of the **"SAID LAND"/"SAID PROPERTY"**, having my marketable right, title, interest and physical possession thereof, by a Development Agreement executed by me as the LAND OWNER/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, I have agreed to develop my "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 me, i.e. the Executant/Land Owner 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 me and the said Developer prior to execution of these presents on this the 13th day of August, 2014 duly registered at the Office of the A.D.S.R. Rajarhat, North 24-Parganas vide Deed No. 09080.... for the year 2014.

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





Seahora District Sub-Registrar
Seahora, New Town, North SA Palayam

13 AUG 2014

AND ALSO WHEREAS in terms of the said Development Agreement executed by me as being the Land Owner 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 I, **MRS. JABA DUTTA** the **PRINCIPAL** herein do hereby 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 my 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 me 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 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 my behalf Surveyors, Pleaders, Advocates or Solicitors wherever and whenever my said attorney/s shall think fit and proper



राष्ट्रीय क्षेत्र के न्यायिक अधिकारियों का कार्यालय
National District Sub-Registry
राष्ट्रीय क्षेत्र, न्यायिक अधिकारियों का कार्यालय
National District Sub-Registry

13 AUG 2014

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/s.

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.

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 my said Attorney/s



Escuela District sub-Region
Escuela Boy Scouts, North St. Paul

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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 my 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 my 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 together with 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.

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 my said attorney/s shall consider proper and necessary for conveying my 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 me before all authorities having jurisdiction and to sign, execute and submit papers and documents jointly or severally.

AND GENERALLY to acts as my Sole Attorney or Agent in relation to all matters touching my said land and proposed building/s and on my behalf to do and execute all, instruments, acts, matters, deeds and things as fully and effectually as I would do if personally present; AND I the abovenamed Principal

do hereby ratify and confirm and agreed to ratify and confirm all and whatsoever my said attorney/s shall lawfully do or cause to be done in or about the "Said Property" described in the Schedule hereunder.

I 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 me on this day.

I hereby declare that the powers and authorities hereby granted are irrevocable till the "SAID PROPERTY" is fully and properly developed as per terms and specification contained in the Schedule of Specification contained in the body of the said Development Agreement by the Developers/Builders and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the land, buildings, flats 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 Power of attorney in relation to the aforesaid registered Development agreement executed by me and the said Developer/Builder on this day, shall be read and interpreted analogously 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 piece of parcel of "Sai" Land consisting of a plot being **Plot No. 14** of a Master Scheme Plan measuring **01 Cottah, 06 Chhittaks, 25 Sq.ft.** little more or less, comprised in part of R.S. Dag No. 594 and 09 Chhittaks, 20 Sq.ft. little more or less, comprised in part of R.S. Dag No. 601, total **admeasuring 02 Cottahs** little more or less, lying and situated at **Mauza Sulanguri, J.L. No. 22, Touji No. 178, under and Part of R.S. Khatian No. 228**, subsequently under and part of Kri-Khatian No. 380, 173 & T.R./67, at present recorded in the name of the Principal herein under L.R. Khatian No. 1234 in the Land Settlement Record with the BL & LRO Rajarhat, with common easement rights in adjacent common passages as existing at present abutting the said plot Police Station: New Town formerly Rajarhat P.S., Sub-Registration 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 Scheme Plot No. 15;
ON THE SOUTH	: By Scheme Plot No. 13;
ON THE EAST	: By 12' (3'+6'+3') feet Common Passage;
ON THE WEST	: BY Part of R.S. Dag No. 601;



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

13 AUG 2014

IN WITNESSES WHEREOF I the abovenamed PRINCIPAL has executed these presents on this the 13th day of August in the year Two Thousand Fourteen.

WITNESSES:-

1. Shyamal Kanta Das
4/11 Doctw. hse.
Kolkata

2. Gopal Saha
CF/6, Aszj unpar
P. S. Bagmati
Kol-59

Drafted & prepared by
Bhabendra Ghoshal
High Court, Calcutta.
F-563/547/89

Jaba Dutta

PRINCIPAL



13
Sessions District Sub-Registrar
North B. P. District

13 AUG 2014



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Assistant District Sub-Registrar
North 24 Parganas, West Bengal, India

13 AUG 2014

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Jaba Dutta 4 No. Dr. Suresh Sarkar Road, Thana:-Entally, P.O. :-Entally, District:-Kolkata, WEST BENGAL, India, Pin :-700014	 13/08/2014	 LTI 13/08/2014	Jaba Dutta 13/08/2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
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1	Jaba Dutta Address -4 No. Dr. Suresh Sarkar Road, Thana:-Entally, P.O. :-Entally, District:-Kolkata, WEST BENGAL, India, Pin :-700014	Self		 LTI	Jaba Dutta
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Name of Identifier of above Person(s)

Shyamal Kanti Das
4/1, Doctor Lane, Thana:-Taltola, P.O. :-Taltola,
District:-Kolkata, WEST BENGAL, India, Pin :-700014

Signature of Identifier with Date

Shyamal Kanti Das
13/08/2014



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

Endorsement For Deed Number : I - 09081 of 2014
(Serial No. 09938 of 2014 and Query No. 1523L000016685 of 2014)

On 13/08/2014

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 13/08/2014

(Under Article : ,E = 21/- on 13/08/2014)

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.-6,59,999/-

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

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

Presented for registration at 11.31 hrs on :13/08/2014, at the Office of the A.D.S.R. RAJARHAT by Jaba Dutta ,Executant.

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

Execution is admitted on 13/08/2014 by

1. Jaba Dutta, wife of Mr. Ashis Dutta , 4 No. Dr. Suresh Sarkar Road, Thana:-Entally, P.O. :-Entally, District:-Kolkata, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : House wife
Identified By Shyamal Kanti Das, son of Lt. B. N. Das, 4/1, Doctor Lane, Thana:-Taltola, P.O. :-Taltola, District:-Kolkata, WEST BENGAL, India, Pin :-700014, By Caste: Hindu, By Profession: Service.

(Debashis Ghosh)
Additional District Sub-Registrar

Additional District Sub-Registrar
North 24 Parganas

13 AUG 2014

(Debashis Ghosh)
Additional District Sub-Registrar
Endorsement Page 1 of 1

13/08/2014 12:21:00




স্বাক্ষরিত: ১৫/০৫/১৯৬৬
অতিরিক্ত পুলিশ অফিসার (অতিরিক্ত)
রাজমহল, নতুন টাউন, উত্তর ২৪ পরগণা

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 14
Page from 9622 to 9633
being No 09081 for the year 2014.




(Debashis Ghosh) 13-August-2014
Additional District Sub-Registrar
Office of the A.D. S.R. RAJARHAT
West Bengal

