

10063

CG 190/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

R 768047

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11.8.14

SPECIFIC POWER OF ATTORNEY UNDER REGISTERED DEVELOPMENT

AGREEMENT

KNOW ALL TO WHOM THESE PRESENTS SHALL COME We, (1) SRI HARE KRISHNA SAHA son of Late Hari Mohan Saha (2) SMT. ANITA SAHA wife of Sri Hare Krishna Saha, both by Nationality Indians, by faith Hindu, by occupations Business, residing at 331, Canal Street, Sribhumi, Kolkata- 700 048, Police Station: Lake Town, District: North 24 Parganas both are 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  
North 24 Parganas  
Kolkata New Town  
14 AUG 2014

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A 87dungs construction Co. Ltd.  
ADS-169. 52 mmb

ক্রেতার নাম \_\_\_\_\_  
তার \_\_\_\_\_  
পাশ ভেড়ার বাকস্ব \_\_\_\_\_  
বিশাল নাম (সিটিলেক সীট) ও বি. এ. আর ও  
সিটি স্টাম্প করা জা \_\_\_\_\_  
গালান নং \_\_\_\_\_ যোট কত টাকা খরিস

টুভাথি বাবাকপুয় ভেভার মিতা মন্ত

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INDIA TELEPHONE WEST BENGAL



Shyama Kantikoy  
Sole Proprietor for  
Sulomenuri Colony  
Gorakhpur nagar.  
Bacostan  
Kolkata-59  
Bisnum

Additional District Sub-Registrar  
Rajshahi West Bengal, North 24 Parganas

14 AUG 2014

INDIA TELEPHONE WEST BENGAL  
Rajshahi West Bengal, North 24 Parganas

WHEREAS the Principals herein are joint owners of the Plot of Salt Land being **Plot No. 5** of a Master Scheme Plan, measuring an area of **measuring 06 (six) Cottahs, 03 (three) Chittaks, 38 (thirty-eight) Sq.ft.** a little more or less, out of which 02 Cottahs, 09 Chittaks, 33 Sq.ft. feet comprised in R.S. Dag No.591(P) and 03 Cottahs, 10 Chittaks, 05 Sq.ft., comprised in R.S. Dag No. 592 (P) togetherwith common easement rights on and over adjacent 17'18' feet wide common passage leading to 20' feet wide Road, lying and situated at Mouza-Sulanguri, J.L. No. 22, Touzi No. 178, R.S. Khatian No. 228 under R.S. No. 176, presently recorded under L.R. Khatian Nos. 1059 & 1060 within the ambit of the B.L. & L.R.O. Rajarhat, Police Station: New Town formerly Rajarhat P.S., District: 24-Pgs.(N) morefully described in the Schedule written hereunder hereinafter for the sake of brevity shall be 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 absolute 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



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

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execution of these presents on this the *14th* day of *August*, 2014 duly registered at the Office of the A.D.S.R. Rajarhat , North 24-Parganas vide Deed No. *09/189* for the year 2014.

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 HARE KRISHNA SAHA (2) SMT. ANITA SAHA** 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.



*[Handwritten signature in green ink]*

**Additional District Sub-Registrar,  
Suburb New Town, North 84 Part**

**14 AUG 2014**

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 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



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Addis Ababa Sub-Region  
Burehail New Town, Meerkat Ba Park

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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 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 together with undivided proportionate share of the Said Land under the Schedule hereto as per terms and conditions of the aforesaid Development Agreement.



Additional District Sub-Registrar  
Rajahmundry New Town, North BA Post Office

14 AUG 2017

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 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/of 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



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Additional District Sub-Registrar  
Rajahmundry, Andhra Pradesh

14 AUG 2014

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 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 "Sali" Land being **Plot No.5** of a Master Scheme Plan, measuring an area of **06 (six) Cottahs, 03 (three) Chittaks, 38 (thirty-eight) Sq.ft.** a little more or less, out of which 02 Cottahs, 09 Chittaks, 33 Sq.ft. feet comprised in **R.S. Dag No.591(P)** and 03 Cottahs, 10 Chittaks, 05 Sq.ft., comprised in **R.S. Dag No. 592 (P)** together with common easement rights on and over adjacent 17'18' feet wide common passage leading to 20' feet wide Road, lying and situated **Mouza-Sulanguri, J.L. No. 22, Touzi No. 178, R.S. Khatian No. 228 under R.S. No. 176, presently recorded under L.R. Khatian Nos. 1059 & 1060** in the Land Settlement Record with the BL & LRO Rajarhat, 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 buffed and bounded as follows:

ON THE NORTH : Land of Sri Sambhu Nath Ghosh;

ON THE SOUTH : Plot No. 6;

ON THE EAST : Other's Land;

ON THE WEST : Common Road;



*(Handwritten signature in green ink)*

**Additional District sub-Regions  
attached New Town, North M Port Louis**

**14 AUG 2014**

IN WITNESSES WHEREOF we the abovenamed PRINCIPALS have executed these presents on this the 14<sup>th</sup> day of August in the year Two Thousand Fourteen.

WITNESSES:-

1. Shyamakanta by  
Subenaguri Choudhury  
Kant - 39
1. RAJESH SHARMA
2. Pallab Mitra  
H/O S. R. A. K. Road  
Kul - F00055
2. Ananta Saha

PRINCIPALS

Drafted & prepared by  
Bhabendra Kashinray  
Advocate  
High Court Calcutta  
F-563/547/89









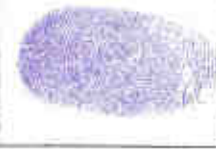








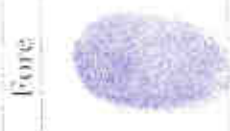


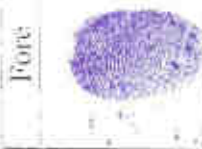
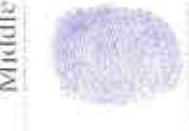


























Additional District Sub-Registrar  
Rajahmundry, North 24 Partee

14 AUG 2014



**SPECIMEN FORM FOR TEN FINGER PRINTS**

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



Additional District Sub-Registrar  
Palani New Town, North 84 Postcode

14 AUG 2014







**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. 10063 / 2014, Deed No. (Book - I , 09190/2014)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Hare Krishna Saha 331, Canal Street, Sribhumi, Thana:-Lake Town, P.O. :-Sribhumi, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	 14/08/2014	 LTI 14/08/2014	  14/08/2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Hare Krishna Saha Address -331, Canal Street, Sribhumi, Thana:-Lake Town, P.O. :-Sribhumi, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 14/08/2014	 LTI 14/08/2014	
2	Anita Saha Address -331, Canal Street, Sribhumi, Thana:-Lake Town, P.O. :-Sribhumi, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 14/08/2014	 LTI 14/08/2014	Anita Saha. 

Name of Identifier of above Person(s)

Shyamal Kanti Roy  
Sulanguri Colony , Gouranganagar, Thana:-New Town,  
District:-North 24-Parganas, WEST BENGAL, India, Pin  
:-700059

Signature of Identifier with Date



14/08/2014

14/08/2014

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

**14 AUG 2014**

(Debashis Ghosh)

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

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

**Endorsement For Deed Number : I - 09190 of 2014**  
**(Serial No. 10063 of 2014 and Query No. 1523L000016830 of 2014)**

**On 14/08/2014**

**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 14/08/2014

( Under Article : ,E = 21/- on 14/08/2014 )

**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.-33,50,412/-

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 12.58 hrs on :14/08/2014, at the Office of the A.D.S.R. RAJARHAT by  
Hare Krishna Saha , one of the Executants.

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

Execution is admitted on 14/08/2014 by

1. Hare Krishna Saha, son of Lt. Hari Mohan Saha , 331, Canal Street , Sribhumi, Thana:-Lake Town, P.O. :-Sribhumi, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048, By Caste Hindu, By Profession : Business
  2. Anita Saha, wife of Hare Krishna Saha , 331, Canal Street , Sribhumi, Thana:-Lake Town, P.O. :-Sribhumi, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048, By Caste Hindu, By Profession : Business
- Identified By Shyamal Kanti Roy, son of Lt. Jitendra Roy, Sulanguri Colony , Gouranganagar, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste: Hindu, By Profession: Business.

( Debashis Ghosh )  
Additional District Sub-Registrar

  
Additional District Sub-Registrar  
North 24 Pargana, West Bengal  
14 AUG 2014

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

14/08/2014 14:14:00

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 14  
Page from 11767 to 11799  
being No 09190 for the year 2014.



  
(Debashis Ghosh) 18-August-2014  
Additional District Sub-Registrar  
Office of the A.D. S.R. RAJARHAT  
West Bengal

