

8375/14

20680

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

T 089594

03.09.14
SND-14864/14
6-40 pm

Notarized that the document is authentic and the signature of the person whose name appears attached to the document is the part of this document.

[Signature]
Addl. Dist. Sub-Registrar
Alipora, South 24 Parganas

POWER OF ATTORNEY

04 SEP 2014

TO ALL TO WHOM THESE PRESENTS shall come We, M/S. SIMPLEX PROJECTS LTD., a registered Company under the Companies Act, 1956, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station – New Market, Kolkata-700 087 and represented by Sri Anil Jain, General Manager (Commercial) & Company Secretary and Authorised Signatory SEND GREETINGS :

Contd.P/2

1

WHEREAS we are the Owner and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring about 43.04 Kottahs lying and situated at Block No.17D in Scheme No.118, of the surplus land of KIT morefully described in the Schedule subject to physical verification and measurement and hereunder written (hereinafter for the sake of brevity referred to as the "Land").

AND WHEREAS by an Development Agreement dated 7th August, 2014 being Deed No.6426 registered in the Office of Additional District Sub-Registrar, Alipore, 24-Parganas (South), on 21st August 2014 we have agreed to assign the development right in respect of the said land to **SHREE RSH PROJECTS PVT. LTD.**, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 20, O. C. Ganguly Sarani -(Lee Road), Kolkata-700020, Police Station- Bhawanipur, hereinafter referred to as the "DEVELOPER" upon the terms and conditions contained therein.

AND WHEREAS to enable the said to **SHREE RSH PROJECTS PVT. LTD.**, to develop the said land in accordance with the said Agreement, we are executing the present Power of Attorney in favour of **Mr. Mrinal Nandi**, Son of Late Biswanath Nandy, residing at 13, Bank Colony, Kolkata-700031 and **Mr. Hari Prasad Sharma**, Son of Late Sanwarmal Sharma, residing at 20, O. C. Ganguly Sarani, Kolkata-700020, both Directors of the said "Developer" to act for and on our behalf and in our name to do all acts and things relating to the said Land.

AND WHEREAS the Owner has by a Resolution dated 18th July, 2014 passed unanimously by circulation resolved to appoint the Constituted Attorney namely Mr. Mrinal Nandi and Mr. Hari Prasad Sharma nominees of the Developer as the

Constituted Attorney of Owner to carry out the acts, deeds and things as if the Owner was personally present.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that we, the said Owner do hereby appoint, nominate, ordain and constitute said Mr. Mrinal Nandi and Mr. Hari Prasad Sharma the "Attorneys" acting either jointly or severally, to be our true and lawful Attorneys and in our name, place and stead to do the following acts, deeds and things in respect of the said Land, that is to say :

1. To receive possession of the said Land from the Owner and to hold, manage and maintain such possession in accordance with the terms and conditions contained in the Development Agreement till the completion of the project and the transfer of the units as envisaged in the Development Agreement, in respect of Developer's allocation.
2. To enter into, hold and defend possession of the said Land and every part thereof and also to manage, maintain and administer the said Land and all buildings and constructions to be constructed thereon and every part thereof.
3. To carry out all soil tests, survey of land of the said Land and for the aforesaid purposes to appoint Surveyors, experts.
4. To prepare re-prepare, modify, change plan or plans for the construction and development of the said Land by constructing individual units at the Project and submit the same before the appropriate authorities including local bodies and authorities within whose jurisdiction the said Land falls and to obtain sanction and/or modification for development of the Project and/or building plan over and in respect of the said Land and for that purpose to sign all deeds, papers, documents, affidavits, including Building Plan and to deposit and file the same before all statutory

authorities and to apply for and obtain all approvals, consents, licenses, permits from all Regulatory Authorities including Police, Environmental Authorities, Municipal Authorities and other statutory and local bodies and Government Departments.

5. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone, or other connections of any other utility at or upon the residential units and/or Land and/or to make alterations therein and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the Attorneys.

6. To deposit and withdraw fees, documents and moneys in and from any Courts and/or any other person or authority and give valid receipts and discharges thereof.

7. To appoint any Project Consultant, Project Manager, Architects, Engineers and/or any other suitable professionals from time to time, as the Attorneys may deem fit and proper, for construction, completion of the Project, spaces and buildings to be developed on the said Land.

8. To insure the said Land and the units to be constructed thereon against damages, fire, tempest, riots, civil commotions, floods, earthquake or otherwise and to lodge claims and also receive all insurance claims and moneys and for that purpose to pay the premium and do all acts and things and as the said Attorneys may deem fit and proper.

9. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said Land in accordance with the sanctioned plans and approved specifications and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.

10. To cause the survey as also measurement of the said Land by the local Land Revenue Staff members or other Central or State Government Agencies and/or departments and further to cause erection and/or affixation and/or installation of pillars as also fencing all around the said Land at such costs and such terms and in such manner as the Attorneys shall think proper.

11. To apply for refund of deposits made or to be made with the concerned Authorities and receive such refunds.

12. To grant "No Objection Certificate" to the intending purchasers/transferee/allottee for the purpose of obtaining housing and/or commercial loan, from the institutions and/or banks and/or any other authorities, for the purpose of acquiring residential units in the Project and the proportionate interests in the said Land and creating mortgage of the units restricted to the Developer's allocation only.

13. To make applications to the Government or semi-Government authorities for grants, subsidies, quotas, permits, sanction of cement and steel and/or such other building materials as may be required and for that purpose to execute necessary petitions, applications and writings including undertakings and bonds and to furnish necessary deposits for the same.

14. Due to non-availability of the Plan, the Plan could not be annexed to the Development Agreement being No.6426 dated 21st August, 2014, however the description of the land in the Schedule of the Development Agreement is annexed hereto.

15. To sign, execute, enter into, modify, cancel, alter, draw and approve all agreements for the Project and/or deeds and/or deeds of Conveyances, for transfer to the intending purchasers of the units in the Project, restricted to Developer's

allocation TOGETHER WITH undivided proportionate share or interest in the said Land and to admit execution thereof and to present such documents for registration and get duly registered before the Registrar - Sub-Registrar of Assurances 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 said Land or any part thereof and to deposit all sale/rental proceeds premium/ considerations, service charges, taxes and other amounts accruing therefrom in the designated document of the Developer and to grant effectual receipts and/or discharges therefore.

16. To pay all taxes, rates, charges, expenses and other outgoings whatsoever payable in respect of the said Land proportionate to the Developer's allocation and also to represent us at the assessment department of the concerned Municipal Authorities before any official therein for and on account of the said Land and to insure the same against any loss or damage by fire and/or risks and to pay all premium for such insurances from the date of signing of the Development Agreement ("Effective Date") in the names and on behalf of the Owner for and on account of the said Land or any part thereof and/or development thereof and similarly to receive all incomings receivable for and on account of the Developer's allocation.

17. To apply and obtain such Certificate and/or permission under any law relating to ceiling on Urban Land or other law relating to land and/or Building (both Urban and Rural) or under the Income Tax Act or under any other law or laws for the time being in force as may be required for more fully effectuating the powers herein contained with regard to the said Land.

18. To represent the Owner in any of the Courts, various departments of appropriate Municipal Authorities and Officers of Urban Land Ceiling Department,

Electricity Distribution Companies, chief Electrical Inspector, Govt. of West Bengal, West Bengal Pollution Control Board, Environment Department, Competent Authority appointed under West Bengal Building Registration (Promotion of construction and Transfer by Promoters Rules), 1995, Government of West Bengal, Income Tax Officers, Revenue Offices or any other relevant Office(s) or before any authority or authorities or Society or Body Corporate or other person(s) for any purpose of the development of the said Land except title related matters and as may become necessary for fully effectually and/or any of the powers herein and hereby conferred.

19. To nominate, appoint, engage and authorize Solicitors, Advocates, Income Tax and Sales Tax Practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Contractors, Sub-Contractors and other professional agents and to sign, declare and/or affirm any vakalatnamas, complaints, writs, written statements, petitions, consents, including application, affidavits, undertakings, declarations, Vakalatnamas, Memorandum of Appeal or any other documents or papers as may be required from time to time and to defend and prosecute any legal action or proceedings except for title defending matters including filing of writ applications; to appear and give evidence; to prefer any appeal revisions or reviews from any order or decree as the case may be.

20. To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said Land save the title of the Owner to the said Land or any part thereof and/or development thereof including relating to acquisition and/or requisition and/or attachment in respect of the said Land or any part thereof and if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgement or become non-suited in any such action or proceeding as aforesaid before any Court, civil or criminal or revenue.

21. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, memorandum of appeal or any other document or paper in any proceedings concerning the said Land or in any way connected with the development thereof.

22. To execute and present for registration with the Registering Authority the Deeds of Conveyances and other document or documents for transfer of the residential units with the Developer's allocation along with the undivided and proportionate interests in the said Land, including agreements to sell of the units within the Developer's allocation and the undivided and proportionate interests in the said Land of whatsoever nature executed by the Attorneys in the name and on behalf of the Owner in terms of the provisions herein and/or in the Development Agreement and to admit the execution thereof and to complete the registration procedure before the Registering Authority.

Be it noted that this Power of Attorney is being granted in favour of the said Attorneys in terms of the Development Agreement dated August 7, 2014 and in consideration thereof.

AND GENERALLY to do all such acts deeds and things in the names of the Owner as we could have done lawfully in respect of the said Land and we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the Attorneys under these presents and also not specifically mentioned and required shall lawfully do or cause to be done into or about the said Land by virtue of these presents and also such powers and/or authority being granted separately to be read with this without any further act deed or thing on the part of the Appointer.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorneys shall lawfully do or commit or cause to be done or comments in and about the said Land as aforesaid by virtue of these presents.

THE SCHEDULE AS ABOVE REFERRED TO:

ALL THAT a block of revenue free KIT surplus land in KIT Scheme No.118 at premises now know as Block No.17-D, Prince Gulam Md. Shah Road, Kolkata – 700045 measuring an area 2878.651 sq. mtr (43.04 Kottahs) be the same a little more or less TOGETHER WITH 700 Sq. Ft. of Tile sheds in multiple places formed out of original premises No.3 (portion), Russa Road, South 1st Lane comprising Dag No.660, 661, 663, 664, 665, 666, 781, Touzi No.56, Mouza – Chandpur, District – 24 Parganas (South), Ward No.94, Thana – Jadavpur, Registration Office Alipore, butted and bounded as follows :

- ON THE NORTH BY** : 2.20 meters wide KIT Road and 18.00 meters wide KIT Road in Scheme No.118
- ON THE EAST BY** : 12.00 meters wide KIT Road in Scheme No.118
- ON THE SOUTH BY** : P-17A (Portion), I.O.C.L. Housing Complex & P-17A (Portion) Chatushkon Housing Complex in Scheme No.118; and
- ON THE WEST BY** : P-17A (Portion), I.O.C.L. Housing Complex & P-17A (Portion) Chatushkon Housing Complex and 18.00 Meters wide KIT Road in Scheme No.118

OR HOWSOEVER, otherwise the same hereditaments and premises are situated bounded called known described or distinguished and which said block of land of KIT is more particularly delineated on the map or plan hereto annexed.

IN WITNESS WHEREOF the OWNER has set and subscribed its seals on the
1st day of September, 2014.

SIGNED SEALED AND DELIVERED
by the OWNER at Kolkata in the
presence of:

1. *Supriya Mulherjee.*
Vill - Tekona, P.O. Balidaha.
P.S. Cumb, Dist. Hooghly.

2.

1. *Rajendra Parakh*
13, Kedar Bazar Lane
KOLKATA - 700025

2. *Sunil Kumar Maurya.*
20, Lee Road
Kolkata - 700020.

Simplex Projects Limited
@lilin
General Manager-Commercial & Secretary

I, accept
SHREE RSH PROJECTS PVT. LTD.
M. Maurya
Director





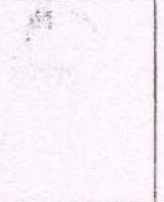





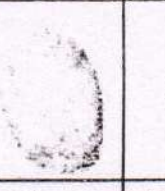


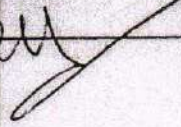


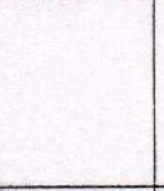
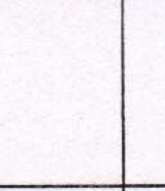

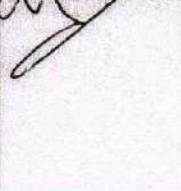

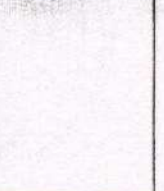
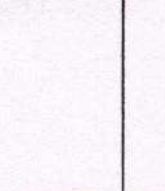


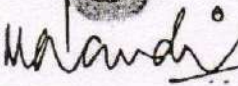
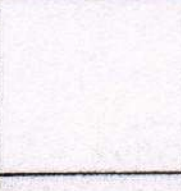
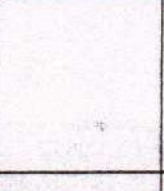
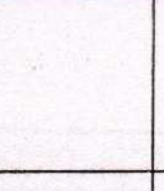
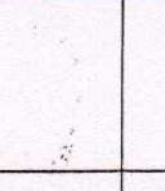

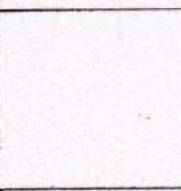
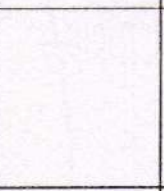
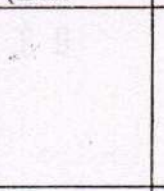
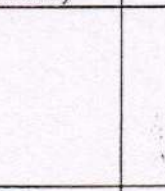

I accept
SHREE RSH PROJECTS PVT. LTD.
S. Maurya
Director

Drafted by me

Anusheela Paulchan

Advocate
High Court, Calcutta

SPECIMEN FORM FOR TEN FINGERPRINTS

  (ANIL JAIN)					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little
 					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little
  MRINAL NANDY					
	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand	Little

G. I. T.

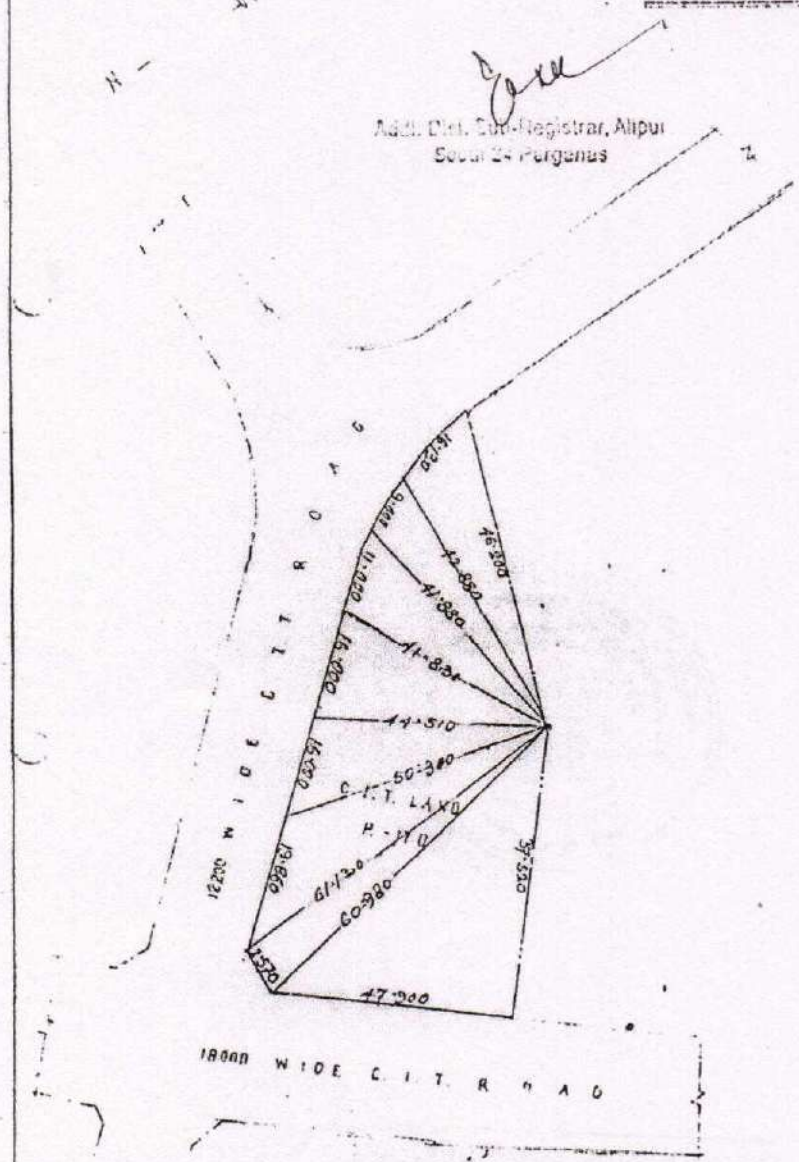
SITE PLAN OF PLOT NO. 17 D SCHEME NO. 118

SCALE - 1:500

AREA OF LAND SHOWN THIS



Jan
Addl. Dist. Sub-Registrar, Alipur
Sadar 24 Perganus



[Signature]
SR ASST. VALUER

[Signature]
VALUATION OFFICER

[Signature]
CHIEF VALUER IN CHARGE

Simplex Projects Limited
[Signature]
General Manager-Commercial & Secretary

SHREE RSH PROJECTS PVT. LTD.
[Signature]
Director

SHREE RSH PROJECTS PVT. LTD.
[Signature]
Director



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

Endorsement For Deed Number : I - 06808 of 2014
(Serial No. 08375 of 2014 and Query No. 1605L000014864 of 2014)

On 03/09/2014

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

Presented for registration at 18.40 hrs on :03/09/2014, at the Private residence by Mrinal Nandi , one of the Claimants.

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

Execution is admitted on 03/09/2014 by

1. Anil Jain
Gen. Manager(comm.)& Secretary, M / S . Simplex Projects Ltd., 12/1, Nelli Sen Gupta Sarani, Kolkata,
Thana:-New Market, District:-Kolkata, WEST BENGAL, India, Pin :-700087.
, By Profession : Business
2. Mrinal Nandi
Director, Shree R S H Projects Pvt. Ltd., 20, O . C . Ganguly Sarani (Lee Road), Kolkata,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Business
3. Hari Prasad Sharma
Director, Shree R S H Projects Pvt. Ltd., 20, O . C . Ganguly Sarani (Lee Road), Kolkata,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
, By Profession : Business

Identified By Anuradha Poddar, daughter of . . . , High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 04/09/2014

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 04/09/2014

(Under Article : ,E = 7/- on 04/09/2014)

Certificate of Market Value(WB PUVI rules of 2001)

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 28
Page from 4394 to 4409
being No 06808 for the year 2014.



Basu

(Arnab Basu) 09-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal