

4207/14

T-12992/14



S 862939

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Cossipore, Dum Dum, 24-Pgs. (North)

6 DEC 2014

MS
16.12.14
S-26529/14

DEVELOPMENT POWER OF ATTORNEY

In connection of registered Development Agreement dated 16-12-2014 as Being No. 12991, for the year 2014.

THIS DEVELOPMENT POWER OF ATTORNEY is made on this the 16th day of December, Two Thousand Fourteen.

BETWEEN

SMT. SIKHA SHAW, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation -

Contd..P/2.

Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, hereinafter called the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

POROSHPATHOR REALCON PVT. LTD., a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, hereinafter called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, representatives and assigns) of the **SECOND PART.**

WHEREAS by a Cobala dated 29th day of February, 1964, Registered at the office of the Sub Registrar Cossipore, Dum Dum, being recorded in Book No.I, Volume No.27, at Pages No.74 to 78 thereof as Being No.1168, for the year 1964, one Smt. Bedana Bala Das alias Dassi, purchased the property ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), from Niranjan Kumar Das, the Vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by a Deed of Gift, Dated 16.12.2014, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, District - 24-Parganas (North), recorded in Book No.I, as Being No.12990..., for the year 2014, the said Smt. Bedana Bala Das alias Dassi, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred her property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, togetherwith tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), in favour of her daughter namely Smt. Sikha Shaw, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, the donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by virtue of said deed the owner herein became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North) and thereafter mutated her name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No.32, S.K.B. Sarani, Police Station - Dum Dum, Kolkata - 700030, in ward No.17, as absolute owner thereof, morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

(4)

AND WHEREAS the Developer, the party of the Second Part herein, having offered proposal for development of the said plot including construction of a Multi-storeyed building upon the same (morefully and particularly described in the SECOND SCHEDULE hereunder written) at their own cost in accordance with the building plan to be sanctioned by the Madhyamgram Municipality, for consideration as contained therein, and, the Owner have agreed to and/or accepted the Developer's proposal, inclusive of consideration therefor as contained therein.

AND WHEREAS pursuant to the said proposal of the developer the party of the Second part, and the Owner, the party of the First part herein have agreed to cause to effect construction of a Multi-storeyed building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the party of the Second Part hereto has agreed to develop the said plot of land constructing a Multi-storeyed building thereon.

AND WHEREAS the owner herein for a better accommodation decided to develop the aforesaid land (morefully and particularly described in the FIRST SCHEDULE hereunder written) and enter into an registered Development Agreement dated 16.12.2014, registered at the Office of the Offie of the Additional District Sub-register Cossipre Dum Dum, recorded in Book no.I, as Being No. 12991. for the year 2014, with the developer herein, togetherwith certain terms and conditions mentioned thereunder written.

AND WHEREAS in terms of the said Development Agreement the Owner hereby executed this Power of Attorney regarding construction and all related work of construction including right to sale the Developer's allocation and other terms and condition stated in the said Development Agreement and owner herein execute this Power of Attorney as follows:—

Contd..P/5.

GENERAL POWER OF ATTORNEY

BE it known to all that I, **SMT. SIKHA SHAW**, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, herein mentioned as the **OWNER**—the **EXECUTANT** hereof, per terms of the development agreement this document as a whole I owner agreeing to execute this Development Power of Attorney in favour of the developer herein respecting the plot as aforesaid, that being necessary for completion of the development project respecting the same, NOW IT BE KNOWN TO ALL MEN BY THESE PRESENTS that I, **SMT. SIKHA SHAW**, being the party of the First part, do hereby nominate, constitute and appoint **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" 543, of Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, as Director of **POROSHPATHOR REALCON PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, being the Developer, the party of the Second part herein, as my true and lawful ATTORNEY for myself and in my name and on my behalf, and to act and/or represent us to do, execute and perform or cause to be done all acts, deeds and things, that is to say:—

1. To construct building so to be constructed according to the plan as shall be sanctioned respecting the plot, by the South Dum Dum Municipality, morefully and particularly described in the First Schedule hereunder written.
2. To sign application affidavits and affirm the same on behalf of the Owner herein which may be necessary for the construction of the said building and to carry correspondence

on behalf of the Owner herein with all concerned authorities and body/bodies including the chairman South Dum Dum Municipality, Government of West Bengal, Police, Fire Brigade etc. in connection with the said construction and development of the said premises under reference to make sign and submit application, letters and other writings to the appropriate authorities local bodies for all and any licences, permission, sanctions and consents required for the proposed construction and development of the said premises.

3. To sign and execute Agreement for Sale, Deed of Conveyance on behalf of the Owner herein in respect of the flats other spaces togetherwith proportionate share of land wherein the said proposed building to be constructed by the said Attorney, which have been allotted to the Developer in accordance with the said development agreement excepting the Owner allocation mentioned in Article - II (1) of the said agreement, and to receive payments from the intending purchaser/purchasers and to grant receipt to them subject always to the terms, conditions, stipulations and undertakings contained in these presents.
4. To procure purchasers of the flats and other spaces of the said proposed building (excluding the Owner's allocation) to be constructed by the Attorney on behalf of the Owner/principal at the said premises.
5. To represent before the Registrar or any registration office namely Registrar of Assurances, District at Barasat, for the purpose of registration of the Agreement/Agreements, Deed of Conveyance of Conveyances in respect of any saleable spaces or part or portions within the allocation of the developer as shall be constructed by the said Attorney/Developer at the said premises togetherwith other portions thereof.
6. To enter into, hold, defend, possession of the said land and every part thereof and also to manage, maintain, and administer the said land and every part thereof.

7. To develop the said land by construction of building and/or structure thereon and for the said purpose to do all soil testing, excavation and all other work whatsoever.
8. To sign and submit building plan and modification plan and all papers, documents, applications, undertakings, declarations and plans to be required for having building plan sanctioned respecting the said plot and to have the said plan modified and/or altered if necessary, at any point of time by the South Dum Dum Municipality, other competent authorities, and in connection therewith to make, sign, execute and submit necessary applications and declarations by giving undertakings paying fees, obtaining, sanction and such order or orders and permission as shall be expedient and also obtain sanction of the building plan and Completion Certificate in respect of proposed building upon the said plot mentioned as aforesaid.
9. To appear before the necessary quarters including the South Dum Dum Municipality, Calcutta Metropolitan Development authorities in connection with sanction of plan and other purpose.
10. To apply for and obtain such permission as shall be necessary for obtaining steel, cement, bricks, and other materials for construction of building, and constructional equipments to appoint Architects and constructors for the purpose of the development and construction of the said land.
11. To apply for, appear before, and obtain electricity, gas, telephone, water, sewerage and or other connections of any other utilities from appropriate authorities or from the South Dum Dum Municipality and/or other competent authorities.
12. To ward off and prohibit, if necessary and to proceed in due forum of Law against any trespassers on the said lands or any part thereof, and to take appropriate steps there by against action or otherwise, and to abate all nuisance.

13. To accept notice, and serve papers from any Courts, Tribunal and/or Authority and/or persons.
14. To receive and pay and/or deposit all monies, Court fees, receive refunds and grant valid receipts, and discharges in respect thereof.
15. To sign and submit papers applications and documents for having the mutation affected in all public and with all authorities and/or persons including B.L.L.R.O. and the said South Dum Dum Municipality having jurisdiction in respect of the said land, or any portion thereof, and to deal with such authority and/or authorities in any manner to have mutation effected.
16. To pay all outgoings from the date of execution of this present including fees for obtaining, Municipal tax, rent, revenue and other charges whatsoever payable for and on account of the said land and building and receive refund and/or have other monies including compensation for requisition and/or acquisition from appropriate authorities and to grant valid receipt, and/or discharge thereof.
17. To take bookings from the intending buyers, to enter into Agreement for sale of the said developer's allocation with the intending purchaser or purchasers from the nominee/nominees of the developer and to receive booking money or earnest money for the flats or the constructed portion on behalf of principal/Owner, and to receive the full amount of consideration for sale of any portion within the allocation of the developer, inclusive of the value of proportionate share in the lands as contained in the plot respecting such portion to which only the Owner is entitled in case of such sale of any such portion to the nominee or nominees of the developers—the intending purchaser or purchasers thereof, and to execute on behalf of the Owner proper Deed of Conveyance in favour of the purchaser or purchasers and to issue possession letter respecting the said spaces in the said proposed project.

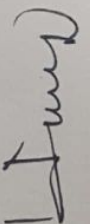
Contd..P/9.

18. To affix sign board, or install any hoarding on the said Scheduled plot of lands in the name of the Attorney, the developer as aforesaid.
19. To advertise in the newspapers for procuring purchasers for selling the flats/shop/office and other spaces in the said proposed building.
20. To enter into any agreement for sale for the proposed flats/shops/office/car parking spaces and to receive advance, earnest money/consideration in respect of the said spaces and the undivided proportionate right, title and interest of the Owner in the lands to handover the copies of the relevant documents with regard to title of the Owner to such intending purchaser/purchasers as the case may be. It is noted that in such case the advance receivable by the Attorney will not be demanded by the Owner and at the same time Owner shall not be monetary liable for any such transaction.
21. For all any of the purpose herein before stated to appear and represent the principal before all authorities having jurisdiction and to sign execute and submit papers and documents for the purpose.
22. To appear, and represent the Owner before any notary, A.D.S.R. Cossipore Dum Dum, District Registrar and Registrar of Assurance, Metropolitan Magistrate and other office/officers or Authority/Authorities having jurisdiction and to present for registration, and to acknowledge the Registrar or have Registered and perfected all deeds, instruments and writings, and signed by the said Attorney in any manner concerning the sale of Developer's allocation in the said premise.
23. To ask, demand, receive, to appoint lawyers, solicitors, advocates on my behalf and to defend suits of cases for or against me in any Court of Law, execution proceeding or otherwise all moneys payments etc. ins and out of any

transaction related to and/or connected with any dues claims and demands arising from the dealings including the sale of my said property.

24. To institute, contest, commence, compromise, withdraw, submit to arbitration any suit, actions, proceedings, claims, demand etc. and to all reasonable matters and things as may appear to my said Attorney necessary for such sale.
25. To commence, prosecute, enforce, defend, answer and oppose and actions and other legal proceedings and demands touching any of the matters concerning my said property or any part thereof.
26. To sign any correspondences any letter, declare and/or affirm any plaint written statement, petition, affidavit, verification, vakalatnama memo of appeal or any other documents or papers in any proceedings or in any way connected therewith before any Government or Semi Government authorities and also represent the same provided the attorney shall do or perform all work legally and perfectly according to law.
27. To adduce evidence through any of the partners of the attorney in connection with any matter respecting the plot and/or the project or matters arising out of the same before any person or quarter on behalf of the Owner, which shall be as good as that of the Owner as she may do being personally present therebefore for such purpose.

And the Principal/Owner hereby ratify confirm and agree or undertake to ratify and confirm all whatsoever his said Attorney or agents appointed under this power hereinabove contained shall lawfully do, or cause to be done in the right of, or by virtue of these presents, including such confirmations and other works ~~till the completion of the whole deal as per Development Agreement.~~



FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, together with tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to 843, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

- ON THE NORTH :** Haripada Das & Others;
ON THE SOUTH : Monoranjan Laha;
ON THE EAST : 12'-0" wide Municipal Road;
ON THE WEST : Mohan Sether Jhil.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Multi-storeyed brick-built messuage tenement hereditament and premises and/or building **TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "**IDEAL ANGEL**" containing an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to 843, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, save and except owner allocation as mentioned in the said development agreement, butted and bounded:—

- ON THE NORTH :** Haripada Das & Others;
ON THE SOUTH : Monoranjan Laha;
ON THE EAST : 12'-0" wide Municipal Road;
ON THE WEST : Mohan Sether Jhil.

Contd..P/12.

IN WITNESS WHEREOF we the executants hereof, have hereunto set and subscribe our hands and/or signature on this the 16th day of December, 2014 A.D.

SIGNED, SEALED & DELIVERED
BY THE OWNER AT KOLKATA
IN THE PRESENCE OF:

1. Manik Lal De
Adv.

Sikha Shaw

SMT. SIKHA SHAW
...OWNER/ FIRST PART

2. Subyendu
8/4/H, Bispana Lane.
Kef - 30.

POROSHPATHOR REALCON PVT. LTD.

Susanta Sur Roy
Director

SIGNED, SEALED & DELIVERED
BY THE CONSTITUTED ATTORNEY/
DEVELOPER AT CALCUTTA
IN THE PRESENCE OF:

1. Manik Lal De
Adv.

POROSHPATHOR REALCON PVT. LTD

Represented by its Director
SRI SUSANTA SUR ROY
....DEVELOPER/SECOND PART

2. Subyendu

Drafted by :























Manik Lal De

Mr. Manik Lal De
Advocate,
High Court, Calcutta.

Signature
of the executants/
Presentants

Under Rule 44A of the I.R. Act 1908
SPECIMEN FOR TEN FINGER PRINT

Page No.....



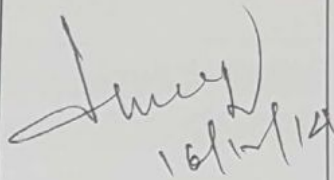
 <i>Sikkha Shari</i>					
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 <i>Juman</i>					
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✓
Addl. District Sub- Registrar
Cossipore Dum-Dum 24 Pgs (M)

6 DEC 2014

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the A.D.S.R. COSSIPORE DUMDUM, District- North 24-Parganas
 Signature / LTI Sheet of Serial No. 14207 / 2014, Deed No. (Book - I , 12992/2014)

Name of the Presentant	Photo	Finger Print	Signature with date
Susanta Sur Roy Ashirwad, 543, Swamiji Sarani, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	 16/12/2014	 LTI 16/12/2014	 16/12/14

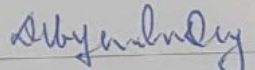
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sikha Shaw Address -153 Kalipada Samanta Nagar, Bangur Avenue, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055	Self	 16/12/2014	 LTI 16/12/2014	
2	Susanta Sur Roy Address -Ashirwad, 543, Swamiji Sarani, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700048	Self	 16/12/2014	 LTI 16/12/2014	

Name of Identifier of above Person(s)

Dibyendu Dey
8/4/ H, Bir Para Lane, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700030

Signature of Identifier with Date


16/12/14



(Utpal Kumar Basu)

A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM



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

Endorsement For Deed Number : I - 12992 of 2014
(Serial No. 14207 of 2014 and Query No. 1506L000026529 of 2014)

On 16/12/2014

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 16/12/2014

(Under Article : ,E = 21/- on 16/12/2014)

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.-42,66,000/-

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 15.22 hrs on :16/12/2014, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Susanta Sur Roy ,Claimant.

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

Execution is admitted on 16/12/2014 by

1. Sikha Shaw, wife of Late Ajit Shaw , 153 Kalipada Samanta Nagar, Bangur Avenue, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055, By Caste Hindu, By Profession : House wife
2. Susanta Sur Roy
Developer, Poroshpathor Realcon Pvt Ltd, Nilkusum Apartment, Ground Floor, 932 A/83, Jessore Road, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089. , By Profession : Business

Identified By Dibyendu Dey son of Hira Mohan Dey, 8/4/ H, Bir Para Lane, Kolkata, District:-North 24-Parganas, WEST BENGAL, India Pin :-700030, By Caste: Hindu, By Profession: Service.

(Utpal Kumar Basu)
A. D. S. R. COSSIPORE DUMDUM



(Utpal Kumar Basu)
A. D. S. R. COSSIPORE DUMDUM

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 32
Page from 7169 to 7185
being No 12992 for the year 2014.



(Utpal Kumar Basu) 19-December-2014
A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM
West Bengal