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भवक्श पश्चिम बंगाल WEST BENGAL

AA 148142

Sertified that the document is admined to regiatiation. The aignature sheets and the andorsement sheets attached with this document the part at this documents.

Wrict Sub-Registrar-I Howrah

2 1 JUN 2018

DEVELOPMENT POWER OF ATTORNEY

(AFTER REGISTERED DEVELOPMENT AGREEMENT)

TO KNOW ALL MEN BY THESE PRESENTS, I SRI BIRENDRA NATH HALDER (PAN NO. ABFPH9879L), Son of Sri Radha Raman Halder, by faith- Hindu, by occupation - Business, residing at Vill. Swastinagar, P.O. Panihati, P.S. Khardah, Dist.

Balan Andella Horizonal

সৈকত মেউর তাল্প ভেডার কাজা আলাকত



District Sun-Registrar-1

2 1 JUN 2018

24 Pargana (North), Kolkata - 114, hereinafter referred to as the "OWNER", do hereby constituted, nominated and appointed M/S DREAM HIGH BUILDERS (PAN NO. DDWPM3470C), a Partnership firm represented by both of its Partners 1) SRI ARIHANT MALU (PAN NO. AHOPM8376N), Son of Sri Motilal Malu, & 2) SRI MOTILAL MALU (PAN NO. ADLPM9851D), Son of Late Dr. Manick Chand Malu, both by caste Hindu, both by occupation Business, having their office at 46/1, College Road, P.S. Shibpur, Dist. Howrah - 711103 generally to be my true lawful ATTORNEY to do execute and perform or cause to be done executed or payment all or any of the following acts, deeds, matters and things

- 1) To prepare plans for development of the said property described in the schedule hereunder written and to submit the same to the Howrah Zilla Parishad and other concerned authorities for obtaining approval of the same to submit proposals from time to time for the amendments of such building plans to the said municipality and other concerned authorities for the purpose of obtaining approval to such amendments.
- 2) To approach all the concerned authorities under the Urban Land (Ceiling & Regulation) Act 1976 for the purpose of obtaining

exemption under Section 20 to the said act in respect of the said property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications papers, writings, undertakings etc. as may be required and to carry on correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent authority and/or any other authority made under the provisions of the said act in connection with the said property.

- To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property and for that purpose to demolish the existing structures standing on the said property and erecting new structures thereon.
- 4) To supervise the development work in respect of the proposed building over the said property i.e. comprised in Mouza Andul, R.S. Dag No. 241 under R.S. Khatian No. 265 corresponding to L.R. Dag No. 269 under L.R. Khatian No. 2659, J.L. No. 29, P.S. Sankrail, Dist. Howrah and to carry out and or to get carried out through his authorised agents viz. contractors etc. as per prevailing rules and laws including bye laws as per plans and specifications sanctioned by the concerned authorities and other bodies in this respect but in any case the said Attorney shall not do any act which will be

detrimental to the principals in any way. It shall be the endeavor of the Attorney to see that rights and interests of the Principals are legally protected.

- 5) To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal in all its departments, Howrah Zilla parishad and/or Town Planning Department and other concerned authorities in connection with the Development of the said property.
- To appear and represent us before all concerned authorities and parties as may be necessary in connection with the Development of the said property as aforesaid.
- 7) To appoint from time to time Architect, contractors and other personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration monies salaries and/or wages.
- 8) To pay various deposits to the Howrah Zilla Parishad and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual

receipt in our names and on our behalf in connection with the refund of such deposits.

- Of obtaining various permissions and other service connections including water and sewerage connection for carrying out and completing the development of the said property and construction of proposed buildings thereon and also to obtain water connection and service connection to the building constructed.
- To execute in favour of the Calcutta Electric Supply Corporation and/or Howrah Zilla Parishad an undertaking in respect of any portion of the said property for the purpose of enabling the Howrah Zilla Parishad and/or erect as Electric Sub-Station for the supply of electricity to the said buildings.
- To make necessary applications to the Calcutta Electric Supply Corporation, West Bengal State Electricity and other concerned authorities for obtaining electric power for the said property and the building constructed thereon.
- 12) To make necessary representations including filing of complaint and appeals before the Panchayat, Howrah Zilla parishad and other concerned authorities in regard to the fixation of value in respect of

the buildings on the said property and/or any portion thereof by the Collector, Howrah Zilla parishad.

- 13) To apply from time to time for modifications of the building plans in respect of the building to be constructed on the said property as may be required from time to time by without prejudicing the interest of the owners.
- 14) To apply for and obtaining water and sewerage connection for the buildings to be constructed on the said property and/or occupation and completion certificate in respect of the said buildings or any part or parts thereof from Howrah Zilla Parishad and other concerned authorities.
- To give such letters and writings and/or undertakings as may be required from time to time by the Howrah Zilla Parishad and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/or completion Certificates in respect of the said buildings or any part or parts thereof.
- To give necessary letters, writings and undertakings to the Howrah Zilla Parishad, Fire Brigade Department for occupying the said buildings and/or obtaining necessary No Objection Certificate

- (N.O.C.) from the said department in connection with the said building.
- 17) To approach the Howrah Zilla Parishad and all other concerned authorities for the purpose of obtaining release of any portion of the said property and/or structure thereon from reservation (if any).
- Bengal as well as the Howrah Zilla Parishad and in all other concerned authorities for the purpose of obtaining necessary "No Objection" Certificate and/or permission and/or sanction in regard to the carrying out construction of the said buildings and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing units thereon.
- 19) To do all other acts, deeds matters and things in respect of the said property described in the schedule hereunder written including represent before and correspond with the Howrah Zilla Parishad and other concerned authorities for any of the matters relating to the sanctioning of the plan obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and any other matters pertaining to the said property.
- 20) i) To make necessary applications under the Land Acquisition Act for the purpose of getting the property released from Acquisition or any

reservation and also for the purpose of such applications sign or execute such writings and undertaking as may be required and to prefer an appeal from the order of the competent authority and/or to arrive at such arrangements with the occupants/ tenants of the structures standing on the said property and to acquire possession of the said structures as also the said property.

- to the Howrah Zilla Parishad including all its departments or any other authorities for the purpose of getting the building Plan (I.O.D.) and commencement certificate sanctioned and/or revalidated and to give such other applications writings undertakings as may be required for the purpose of the development of the said property.
- iii) To make applications for water connection, electric supply and other incidental requirements which may be required for the development of the said property.
- iv) To apply to the controller of cement and steel and any other authorities for the purpose of making applications for cement and steel and other materials and procure the same and for the purpose to give such undertakings or execute such documents and applications as also to correspondence with and do such other acts,

matters and things as the Attorney may think fit and proper for the purpose of developing the said property.

- 21. i) To enter into Ownership Agreement for sale of building that will be constructed on the said property in the names of Attorneys or their partnership firm and to collect and sale proceeds from themselves from the Developer's Allocation in conformity with the agreement registered in the office of D.S.R, Howrah on dated 21.06.2018 being Deed No. 050/03296 for the year 2018.
- thereof, described in the schedule hereunder written or any part thereof and/or other premises in respect of the building to be constructed on the said property to approach the purchasers of the said buildings and other premises in such buildings and/or the persons to whom the same may have been agreed to let out by the said Attorney in the possession thereof subject to the covenants of the said Agreement dated 21.06.2018 entered into with the developer excluding the Owner's Allocation.
- iii) To agree to sell or to let out the said buildings or any part thereof and/or other premises in respect of the said property to such persons and on such terms and condition as the said Attorney may in their absolute discretion think fit and proper from the Developer's

Allocation in conformity with the agreement dated 21.06.2018 entered into with the Developer.

- iv) To collect and receive of and from the acquires occupants or purchasers of such flat or flats, shops and parking spaces the price of such flats, shop or parking space that may be payable by such aforesaid person or persons and also to receive and collect or demand the rent from the new tenants of building standing on the said plot and for that purpose in making sign and execute and/or give proper and lawful discharge for the same.
- 22) to execute from time to time agreement or agreements for sale or ownership basis of such flats shops or garage arising out of the Developer allocation in respect of the building or buildings that may be constructed on the said plot as per the sanctioned plan and also to execute and sign conveyance transfer or surrender in all respect of the said portion of the said land and lodge the documents for registration and admit the execution of any such documents or documents before the Registrar or Sub-Registrar.
- 23) To execute the conveyance or conveyances in respect of the said property and building/s constructed thereon arising out of the Developer's allocation or any part thereof in favour of such persons as the said attorney shall determine including in favour of any co-

operative Housing Society that may be formed for the purpose, for giving proper benefit and protection of the building and other flat owners.

- 24) To apply for and obtain from the Income Tax Officer the Income Tax Certificate under Section 230A of the Income Tax Act 1961 for the purpose of registration for the conveyance, lease and/or other documents of transfer in respect of the said property that may be executed by the said Attorney.
- 25. i) To make application to the Howrah Zilla Parishad and other Revenue authorities for transfer of the said property to the transferee in whose favour the conveyance, lease and/or other documents of transfer as aforesaid may have been executed.
- To correspondence with the authorities under the Income Tax Act 1961 including the authorities appointed under Chapter XXA/XX-C of the said Act in regard to all or any matters pertaining to the said property or any portion or portions thereof as also to make various representations an file appeals revision review and reference against any order direction and/or instructions given to and/or issued by the authorities under the said Act in respect of the said property or any portion or portions thereof.

- To file necessary suits/ proceedings/ writ/application before the Competent Court of law for the purpose of recovery of possession from the occupiers /trespassers and for such purpose to appoint lawyers, solicitors, given to appear file W/S, defend including signing in the Vakalatnama, application plaints writ etc. so required for the law suits/ proceeding or as per advise or opinion of the lawyers to be engaged in this matter.
- To execute lease in respect of the said property and/or portion or portions and/or structures standing thereon in favour of such person or persons as the said attorney may from time to time determine and on such terms and conditions and on such rent as may be determined by the said Attorney excluding the owner's allocation in conformity to the agreement dated 21.06.2018 entered into with the developer.
- To attend before any sub registrar or to execute and present for registration and admit execution by us of any agreement, deed of conveyance, transfer, assignment assurance release indemnity or other instrument or writings the registration of which is compulsory under the Registration Act and generally to do all things necessary or expedient for registering the said deed instruments and writings or any of them as fully and effectually as we ourselves could do.

- i) To take all necessary steps for the registration of Co-operative Housing Society of the Flat purchasers under the West Bengal Co-operative societies Act, 1983 and for that purpose to sign and execute all necessary applications papers and writings and represent in person before the Registrar Co-operative Societies West Bengal when required to do so.
- ii) To insure the said property against damage, fire, tempest riots civil commotion floods earthquake or otherwise as our said attorney may think fit and proper at his cost.
- iii) To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement charges or other security and/on receipt thereof to make sign execute and give sufficient release or otherwise discharge for the same.
- To ask receive and recover from all the flat purchasers and other occupiers whatsoever save and except owners allocation all rents, charges profits emoluments and sums of money due or owing and payable or at any time hereafter to become due owing and payable in respect of the said plot in any part thereof to enter upon and restrain and/or take appropriate legal steps for the recovery thereof or to eject such defaulting acquires and/or occupants.

29)

For us in our name to accept services of any writ of summons or other legal process and to appear in any Court and before all Courts Magistrate or Judicial or other officer whatsoever as the said attorney shall deem advisable and to commence any action/other proceedings in any Court of law or attorney and the same action or proceedings to prosecute or discontinue or become non suited as the said attorney shall think fit and if the said attorney shall se cause and also to take such other lawful ways and means for the recovering or getting any such money or other things whatsoever which shall be the said attorney be conceived to be due/ owing belonging or payable to us by any person/ firm of body Corporate and also to appoint any solicitors and/or advance or lawyer to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in our name or in the name of him the said Attorney to appoint pleaders, solicitors, advocate or attorney or lawyers to appear and act in any Court of law or before any officer or officers of any state or local authority and to revoke such appointment and to appoint any other in their place and stead. In continuation of clause 26 (iii) the Attorney shall do all thing viz. to accept Court's Summons, local self Govt. notice on our behalf and to appear before the court Office, either personally or through lawyers. The said attorney shall bear the

probable cost of the respective case. He will and/or do what we would have done but in any case. The attorney shall have no power to enter into compromise (illegal) or solenama which will prejudice or affected owners interest, rights, title, directly or indirectly.

- 30) To sign verify and execute plaints, written statements, counter claim, appeals, review, applications affidavits authorities and peppers of every description that may be necessary to be signed verified and executed for the purpose of any suits actions appeals and legal proceedings of any kind whatsoever in any Court of law or equity whether original appeals testamentary or Revisional Jurisdiction or Judicial authority established by lawful authority and to do all acts and appearance and applications in any such court or courts aforesaid in any suit actions appeals or proceedings brought or commenced and to defend answer or oppose the same or suffer judgment or decree to be given taken or pronounced in any such suits, actions, proceedings and to execute decree as the said attorney shall be advised or think proper.
 - 31) This Power of Attorney will be cancelled automatically after completion of the total process.

AND we hereby agree to ratify all acts deeds assurances done given executed or made by our said attorney under the powers confirmed by this power of attorney as if the same were done or made by us jointly.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land admeasuring 17 (Seventeen) decimals comprised in in Mouza - Andul, R.S. Dag No. 241 under R.S. Khatian No. 265 corresponding to L.R. Dag No. 269 under L.R. Khatian No. 2659, J.L. No. 29, P.S. Sankrail, Dist. Howrah together with all easement rights of the said property situated within the jurisdiction of the office of the Additional District Sub-Registrar Ranihati & District Sub-Registrar, Howrah and the property is butted & Bounded as follows:

On the North : Land & House of Sanu Bhattacharya

On the South : Land & House of Late Bistu Charan Ghosh & others

On the East : 12 feet wide Andul market Road

On the West : Land of Bhattacharya

IN WITNESS WHEREOF I the Executant have hereto set myhand at Howard this the 21st day of June, 2018.

WITNESSES:

Howard Court

2. Swed - Hold Birnden Ants Holder HOWAL COULT SIGNATURE OF THE EXECUTANT

SIGNATURE OF THE ATTORNEY

Prepared in my shoriste
Over Naugen chetryle
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FORM FOR TEN FINGER IMPROCESSOR

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Major Information of the Deed

	1-0501-03303/2018	Date of Registration 21/06/2018	
Deed No:		Office where deed is registered	
Query No / Year	0501-1000167925/2018	D.S.RI HOWRAH, District: Howrah	
uery Date 21/06/2018 2:27:21 PM		D.S.RI HOWITALL, Blottles	
Applicant Name, Address & Other Details	Motilal Malu Thana: Howrah, District: Howrah, W :Buyer/Claimant	EST BENGAL, Mobile No.: 9831180074, Status	
Transaction		Additional Transaction	
[0138] Sale, Development Development Agreement	Power of Attorney after Registered		
THE RESIDENCE OF THE PROPERTY		Market Value	
Set Forth value		Rs. 41,48,136/-	
Rs. 10,000/-		Registration Fee Paid	
Stampduty Paid(SD)		Rs. 39/- (Article:E, M(b), H)	
Rs. 100/- (Article:48(g))		RS. 397- (Atticle.L., M(b), 11)	
Remarks	Development Power of Attorney after No/Year]:- 050103296/2018	Registered Development Agreement of [Deed	

Land Details:

District: Howrah, P.S:- Sankrail, Gram Panchayat, ANDUL, Mouza: Andul

Sch No	Plot Number	Khatian Number	A DESCRIPTION OF THE PERSON OF	Use	Area of land	Value (In Rs.)	Market Value (In Rs.)	Other Details
	LR-269	LR-2659	Bastu	Bastu	17 Dec	10,000/-	41,48,136/-	Property is on Road
		Total:			17Dec	10,000 /-	41,48,136 /-	

Principal Details :

	Name	Photo	Fringerprint	Signature
	Mr Birendra Nath Halder Son of Mr Radha Raman Halder Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place			Biruch Mathy Halle
4	: Office	21/06/2018	LT) 21/06/2018	24-Parganas, West Bengal, India, Pl Citizen of: India, PAN No.::

Major Information of the Deed :- I-0501-03303/2018-21/06/2018

attorney Details : Name, Address, Photo, Finger print and Signature SI No Dream High Builders
46/1, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103,
PAN No.:: DDWPM3470C, Status :Organization, Executed by: Representative 1

Name	Photo	Finger Print	Signature
Mr Arihant Malu Son of Mr Motilal Malu Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office			And were
Admission of Everifion' Diffi	CG New York Commence of the Samuel Commence of the Commence of		21/06/2018
46/1, College Road, P.O:- I	Jun 21 2018 3:16PM 3 Garden, P.S:- Shi		trict:-Howrah, West Bengal, India, PII
46/1, College Road, P.O:- E 711103, Sex: Male, By Cas AHOPM8376N Status : Re Name	Jun 21 2018 3:16PM 3 Garden, P.S:- Shiste: Hindu, Occupat presentative, Representative	bpur, Howrah, Dis ion: Business, Citi sentative of : Drea	trict:-Howrah, West Bengal, India, PII zen of: India, , PAN No.:: am High Builders (as partner)
46/1, College Road, P.O:- I 711103, Sex: Male, By Cas AHOPM8376N Status : Re	Jun 21 2018 3:16PM B Garden, P.S:- Shiste: Hindu, Occupation of the Photo Interpretative Representative Repre	bpur, Howrah, Dis ion: Business, Citi sentative of : Drea	trict:-Howrah, West Bengal, India, PII zen of: India, , PAN No.:: am High Builders (as partner)

Name	& address
Mr Gour Barui Son of Late Upananda Barui Howrah Court, P.O:- Howrah, P.S:- Howrah, Howrah, Distr Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Id	rict:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Jentifier Of Mr Birendra Nath Halder, Mr Arihant Malu, Mr
Master Mindu, Occupation, Law Clerk, Ottizen of molecular	N. C.
Motilal Malu	21/06/2018
Motilal Malu	The state of the s

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Birendra Nath Halder	Dream High Builders-17 Dec

Major Information of the Deed :- I-0501-03303/2018-21/06/2018

Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchavat: ANDUL, Mouza: Andul

Sch	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 269(Corresponding RS Plot No:- 241), LR Khatian No:- 2659	Owner:বীরেন্দ্র নাথ হালদার, Gurdian:রাধারমন, Address:পানিহাটি,কলকাতা 11 Classification:দোকান, Area:0.17000000 Acre,

Endorsement For Deed Number : I - 050103303 / 2018

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.

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

Presented for registration at 14:43 hrs on 21-06-2018, at the Office of the D.S.R.-I HOWRAH by Mr Motilal Malu ,..

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 41,48,136/-

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

Execution is admitted on 21/06/2018 by Mr Birendra Nath Halder, Son of Mr Radha Raman Halder, Swastinagar, P.O. Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession

Indetified by Mr Gour Barui, , , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 21-06-2018 by Mr Arihant Malu, partner, Dream High Builders, 46/1, College Road, P.O.- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103

Indetified by Mr Gour Barui, . . . Son of Late Upananda Barui, Howrah Court, P.O. Howrah, Thana. Howrah, . City/Town. HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 21-06-2018 by Mr Motilal Malu, partner, Dream High Builders, 46/1, College Road, P.O:- B Garden, P.S.- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103

Indetified by Mr Gour Barul, . , Son of Late Upananda Barul, Howrah Court, P.O. Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Certified that required Registration Fees payable for this document is Rs 39/- (E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 39/-

Major Information of the Deed :- I-0501-03303/2018-21/06/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100/Description of Stamp

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3334, Amount: Rs.100/-, Date of Purchase: 21/06/2018, Vendor name: S Mayur

Japan Smil.

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

Major Information of the Deed - I-0501-03303/2018-21/06/2018

ate of Registration under section 60 and Rule 69.

stered in Book - I

ume number 0501-2018, Page from 104944 to 104972 peing No 050103303 for the year 2018.



Digitally signed by TAPAS DUTTA Date: 2018.06.26 14:07:36 -07:00 Reason: Digital Signing of Deed.

Japan Some

(Tapas Dutta) 6/26/2018 2:07:30 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R.-I HOWRAH West Bengal.

(This document is digitally signed.)