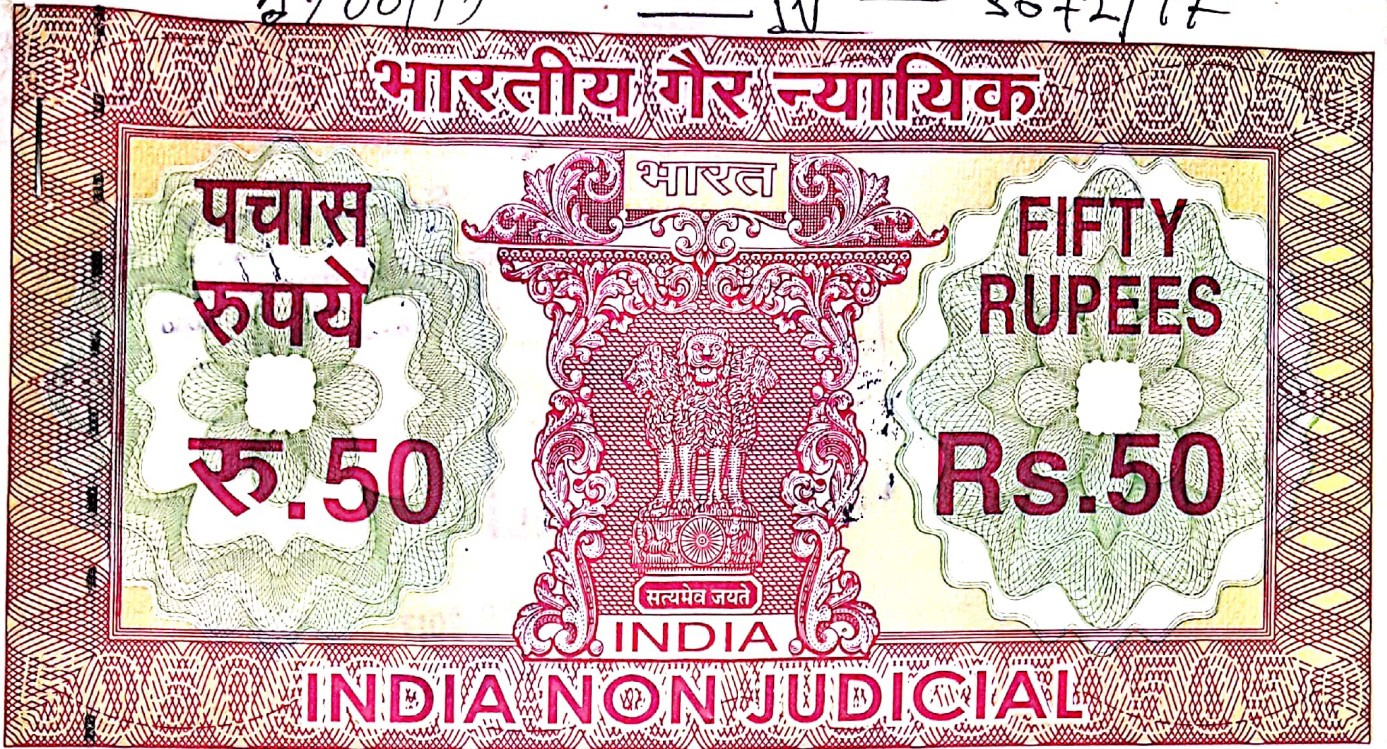


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# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

8/7/17  
 2-3085  
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 पश्चिम बंगाल WEST BENGAL

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Case no. 1150/17

E. 7/17  
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G. Power

J. Ghosh

Certified that the Document is submitted to  
 Registrar of Assurances III Kolkata and the  
 electronic copy of the document  
 and the original is preserved.

Additional Registrar of  
 Assurances III Kolkata

10 JUL 2017

D. Maity

Additional Registrar  
 of Assurances-III, Kolkata **POWER OF ATTORNEY**

1. Date: 8<sup>th</sup> July 2017
2. Place: Kolkata
3. Parties

J. Ghosh

D. Maity

D. G

P. Birci

J(1) 250  
 J(1) 100  
 350

P. Birci

D. G

Handwritten notes and signatures in the bottom right corner, including 'D. G' and 'P. Birci'.



- 3.1 **Swapan Kumar Ghosh**, son of Late Kanai Lal Ghosh, by faith Hindu, by occupation Business, nationality Indian, residing at 7, Kankurgachi Road, Post Office Kankurgachi, Kolkata-700054, Police Station Phoolbagan [PAN AEBPG3573M]
- 3.2 **Dipali Maity nee Ghosh**, wife of Pradip Maity and daughter of Late Kanai Lal Ghosh, by faith Hindu, by occupation Housewife, nationality Indian, residing at 105/A, Dhandevi Khanna Road, Post Office Kankurgachi, Kolkata-700054, Police Station Phoolbagan [PAN BMIPM4709F]
- 3.3 **Dipti Ghosh**, wife of Ranjit Ghosh and daughter of Late Kanai Lal Ghosh, by faith Hindu, by occupation Housewife, nationality Indian, residing at 23A/1, Shib Krishna Dwan Lane, Post Office Kankurgachi, Kolkata-700054, Police Station Phoolbagan [PAN AJJPG0220E]

(collectively **Grantors**, include successors-in-interest and/or assigns)

**And**

- 3.2 **AKMA Infrastructure LLP**, a Partnership firm, registered under the Limited Liability Partnership Act, 2008, having its office at 175J, Maniktala Main Road, Post Office Kankurgachi, Kolkata-700054, Police Station Phoolbagan [PAN ABHFA3945N], represented by one of its partners, **Prasanna Kumar Bajaj**, son of Late Satyanarayan Bajaj, by faith Hindu, by occupation Business, nationality Indian, residing at 51, Municipal Office Lane, Post Office Motijheel, Kolkata-700074, Police Station Dum Dum [PAN AGRP3731G] (**Attorney**).

#### **NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:**

#### **4. Background**

- 4.1 **Ownership of Said Premises:** The Grantors and the Attorney are the joint and absolute owners and possessors of land measuring 7 (seven) *cottah* 11 (eleven) *chittack* and 25 (twenty five) square feet, more or less **together with** the residential tile shed structure with cement flooring measuring 1700 (one thousand and seven hundred) square feet, more or less, erected thereon, situate, lying at and being Municipal Premises No. 3E/2, Kankurgachi 2<sup>nd</sup> Lane (curved out of original Premises No. 3A, Kankurgachi 2<sup>nd</sup> Lane), Kolkata-700054, Police Station Phoolbagan, within Ward No. 31 of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Sealdah, District North 24 Parganas, more fully described in the **Schedule** below (**Said Premises**). The Grantors have 45% (forty five percent) undivided share in the Said Premises and the Attorney have 55% (fifty five percent) undivided share in the Said Premises.
- 4.2 **Said Project:** The Grantor and the Attorney have jointly decided to develop the Said Premises by way of construction of a multistoried building on the Said Premises (**New Building**) and booking and sale of the flats and saleable spaces (collectively **Units**) in the New Building to prospective purchasers (collectively **Intending Purchasers**). The development of the Said Premises by way of construction of New Building and transfer of Units in the New Building to Intending Purchasers, collectively **Said Project**.
- 4.3 **Development Agreement:** By an Agreement dated 3<sup>rd</sup> June, 2017, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No.19012017, at Pages 114239 to 114281, being Deed No. 3576 for the year 2017

S. Ghosh

D. Maity D. F

**(Development Agreement)**, the Grantors have appointed the Attorney as the developer of the Said Premises for development of New Building, in the manner and on the terms and conditions contained in the Development Agreement.

4.4 **Building Plan:** The Grantors and the Attorney may require the building plan to be sanctioned (**Building Plan**) by the KMC and other statutory authorities including but not limited to Traffic Department, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, West Bengal State Electricity Board and/or CESC Limited (collectively **Other Authorities**).

4.5 **Reason for Granting of Powers:** Under Clause 10.1 of the Development Agreement, it has been agreed that the Grantors shall grant a Power of Attorney to the Attorney and/or its nominees (1) for causing sanction of the Building Plan by the KMC and the Other Authorities as well as the powers and authorities with regard to the development of the Said Premises by construction of the New Building thereon and (2) for doing all things needful for development of the Said Premises by construction of the New Building and booking and sale of Units in the New Building to Intending Purchasers. Accordingly, the Grantors are granting certain powers and authorities to the Attorney, by this Power of Attorney.

#### 5. **Subject Matter of Power of Attorney**

5.1 **Sanction of Building Plan:** Powers and authorities for causing sanction of the Building Plan and ancillary activities incidental thereto.

5.2 **Construction of New Building:** Powers and authorities for construction of the New Building on the Said Premises in terms of the Development Agreement.

5.3 **Sale:** Powers and authorities for sale of the Units in the New Building to the Intending Purchasers.

#### 6. **Appointment**

6.1 **Hereby Made:** The Grantors hereby nominate, constitute and appoint the Attorney as the lawful Attorney of the Grantors, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors.

#### 7. **Powers and Authorities**

7.1 **Sanction, Revalidation, Modification, Extension and Alteration of Building Plan and Other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plan to be prepared and submitted by appointing a licensed architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the KMC and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and revalidation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the KMC and the Other Authorities.

7.2 **Dealing with Authorities:** To deal with all authorities including but not limited to KMC and the Other Authorities for sanction, modification, alteration, extension,

*S. Ghosh*



- revision and re-validation of the Building Plan and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.
- 7.3 **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Premises.
- 7.4 **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.5 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the New Building on the Said Premises.
- 7.6 **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the New Building and/or any other structure on the Said Premises, in accordance with the Development Agreement.
- 7.7 **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Grantors.
- 7.8 **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plan and to have the same registered and obtain all permissions and clearances as may be required for the same.
- 7.9 **Mortgage:** To obtain construction loan from any financial institution by mortgaging the Said Premises and/or any part thereof. It is clarified that the Grantors shall have no liability or responsibility towards the mortgage and the Attorney shall take all measures to repayment of all dues with regard to the mortgage taken by the Attorney.
- 7.10 **Acceptance of Papers:** To accept notices and service of papers from KMC, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1996, Airport Authority, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- 7.11 **Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- 7.12 **Land Revenue:** To make payment of up-to-date land revenue/municipal/local authority taxes in respect of the Said Premises by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.

*S. Ghosh*

- 7.13 **Outgoings:** To pay all outgoings, including Municipal Taxes etc. in respect of the Said Premises/New Building and to collect receipts therefor.
- 7.14 **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the name of the owners of the Said Premises in the office of KMC, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- 7.15 **Amalgamation:** To take all necessary steps and to sign all papers and documents as to be required for amalgamation of the Said Premises with adjacent premises (if required) and to pay fees, costs and charges for that purpose.
- 7.16 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Premises.
- 7.17 **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 7.18 **Negotiation and Sale:** To negotiate for sale and sell the Units in the New Building to the Intending Purchasers, on terms and conditions as be deemed fit by the Attorney and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 7.19 **Receive Payments:** To receive all payments with regard to the sale of the Units in the New Building to the Intending Purchasers and acknowledge receipt of the payments.
- 7.20 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the New Building to the Intending Purchasers.
- 7.21 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Units in the New Building.
- 7.22 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Premises and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.
- 8. Ratification**
- 8.1 **Hereby Made:** The Grantors hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorney in pursuance of this Power of Attorney.

S. Ghosh

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**Schedule  
(Said Premises)**

Land measuring 7 (seven) *cottah* 11 (eleven) *chittack* and 25 (twenty five) square feet, more or less, **together with** the residential tile shed structure with cement flooring measuring 1700 (one thousand and seven hundred) square feet, more or less, erected thereon, situate, lying at and being Municipal Premises No. 3E, Kankurgachi 2<sup>nd</sup> Lane (curved out of original Premises No. 3A, Kankurgachi 2<sup>nd</sup> Lane and presently known as 3E/2, Kankurgachi 2<sup>nd</sup> Lane), Post Office Kankurgachi, Kolkata-700054, Police Station Phoolbagan, within Ward No. 31 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District North 24 Parganas and butted and bounded as follows:

- On the North** : By Kankurgachi 2<sup>nd</sup> Lane  
**On the East** : By Municipal Premises Nos. 3B, 3C and 3D/1A, Kankurgachi 2<sup>nd</sup> Lane  
**On the South** : By Municipal Premises No. 3A, Kankurgachi 2<sup>nd</sup> Lane  
**On the West** : By Municipal Premises Nos. 3A and 1, Kankurgachi 2<sup>nd</sup> Lane

D. Maity

P. Das

D. G

J. Chatterjee



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2017, Page from 92573 to 92600

being No 190303672 for the year 2017.



Digitally signed by MALAY KANTI DAS  
Date: 2017.07.12 15:28:00 +05:30  
Reason: Digital Signing of Deed.

(Malay Kanti Das) 12-Jul-17 3:28:00 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)