

DEVELOPMENT POWER  
OF  
ATTORNEY

PRINCIPALS : SMT. SARAJU MONDAL & 2 OTHERS

ATTORNEY : M/S. PINNACLE PRIME PROJECTS

Drafted by : -

**MR. KALIPADA CHARAN**

Advocate.

Bar Association, Sealdah Court Complex

2<sup>nd</sup> Floor, Room No. 201

Kolkata - 700 014

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

R 629247

*[Signature]*  
Additional-District Sub Registrar  
Sealdah

**GENERAL POWER OF ATTORNEY AFTER REGISTRATION  
OF DEVELOPMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS** We, (1) **SMT. SARAJU MONDAL** (having PAN BUZPM6112P), wife of Sri Samarendra Nath Mondal, by faith - Hindu, by nationality - Indian, by occupation - Housewife, presently residing at Premises No.6/1C, Radhanath Chowdhury Road, Police Station - Entally, Kolkata - 700015, (2) **SMT. KAVITA MALHOTRA**, (having PAN AFVPM3473K), wife of Late Subhas Chand Malhotra, by faith - Hindu, by nationality - Indian, by occupation - Housewife and (3) **SMT. NEERA MALHOTRA** (having PAN AFAPM5366E), wife of Sri Sushil Malhotra, by nationality - Indian, by occupation - Housewife, both presently residing at Premises No. 6/1C, Radhanath Chowdhury Road, Police Station - Entally, Kolkata - 700 015, **SEND GREETINGS**

NO. 7522 value 100/-  
Date 22/01/2014 K.P. Charan  
Advocate  
Sealdah Court,  
K-1-A  
Sealdah Civil Court  
JALORE MUKHERJEE



Identified by:  
Debasis Das  
law@brk  
Sealdah Court  
Kolkata - 700014

A. D. S. R. SEALDAH  
21 MAR 2014  
Dist. - South 24 Parganas

**WHEREAS** We, the Principals herein are the absolute owners to the extent of undivided respective share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 6 Cottahs 3 Chittaks 28 Sq.ft (416.597 M<sup>2</sup> ) more or less alongwith 100 years old structure standing thereon measuring about 3800 Sq. ft. being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough - VII in the District of South 24 Parganas particularly mentioned and described in the Schedule - "A" hereunder written and hereinafter referred to as the '**said Property**'.

**AND WHEREAS** by virtue of a Development Agreement on 21.03.2014 duly registered in the office of the Additional District Sub Registrar at Sealdah in Book No.1, Being No. 00895 for the year 2014 by us as the Owners of the One Part and **M/S PINNACLE PRIME PROJECTS**, a Partnership firm, having its office at Premises No. 40, Mahendra Sreemany Street, P.S - Amherst Street, Kolkata - 700 009 being represented by its Partners (1) **SRI SUBHENDU DEY**, son of Sri Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700 006 and (2) **SRI MOHIT BERIWALA**, son of Sri Brij Gopal Beriwala, residing at Premises No.167, Chittaranjan Avenue, Kolkata - 700 007, as the Developer of the Other Part, We have agreed to develop the said Property more particularly mentioned and described in the Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.

**AND WHEREAS** at the treaty of the said agreement We have agreed to give General Power of Attorney in favour of **SRI SUBHENDU DEY**, one of the partners of **M/S PINNACLE PRIME PROJECTS**, in order to enable them to get the Building Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority and to do all other acts, deeds and things in relation to the development of the said Property.

*Subhendu*

**AND WHEREAS** the Developer has requested us to grant the said Power of Attorney in favour of the said Developer which we hereby done and executed by these presents.

**NOW KNOW YOU AND THESE PRESENTS WITNESSETH** that We do hereby nominate, constitute and appoint **SRI SUBHENDU DEY**, son of Sri Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700 006 to be our true and lawful constituted Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To hold, occupy, defend possession of the said Property or any part or parts thereof on behalf of us as our said Attorney may deem fit and proper after receiving the possession of the same from us.
2. To sign all papers regarding mutation of our below schedule property before the authority of K.M.C and pay all rents, tax on our behalf to the authority concerned and / or The Kolkata Municipal Corporation, to sign all papers regarding CIT, SURVEY, boundary declaration, K.M.C gift, K.M.C passage declaration and to represent us and collect certificates from the said authorities, to execute and sign the building plan on our behalf in the office of The Kolkata Municipal Corporation and represent us and receive sanction building plan and other relevant documents and certificates, to sign all papers regarding Drainage connection, Sewerage connection, water connection, electric meter connection and represent us before the relevant authorities and received all sanctioned plans, certificates and other relevant papers, to sign any affidavit, government revenue seresta in respect of our property and to sign all application, forms, affidavit and to appear before the concern authority for assessment of our building.
3. To enter upon the said Property or any part or parts thereof either alone or alongwith others for the purpose of commencing construction work on the said Property and for that purpose to demolish the existing structures

standing thereon comprised in the said Property and erecting new building thereon.

4. To supervise the development work in respect of the building on the said Property and to carry out and/or to get carried out through Contractors or Sub-Contractors and/or in such manner as may be determined by the said Attorney, to erect the construction of the building on the said Property in accordance with the plan and specifications to be sanctioned by the Kolkata Municipal Corporation and other concerned authorities and in accordance with all the applicable rules and regulations made by the Government of West Bengal, Kolkata Municipal Corporation, Town Planning Authorities, Police Authorities, Fire Fighting authorities, CMDA, Urban land ceiling authorities and/or other concerned authorities in that behalf for the time being.
5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and in all its Departments, Kolkata Municipal Corporation and/or Town Planning Department and other concerned authorities in connection with the development of the said Property.
6. 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 Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Property as also construction of building thereon and to pay their fees, consideration moneys, salaries and/ or wages.
8. To pay various deposits to the Kolkata Municipal Corporation as may be necessary for the purpose of carrying out the development work on the said Property and construction of the building thereon and to claim refund of such deposits so paid by the Attorney and to give valid and effectual receipts

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

9. To approach the officers of the Kolkata Municipal Corporation for the purpose of obtaining various permissions and other service connections including water connection for carrying out and completing the development of the said Property and construction of building thereon and also to obtain water connection and service connection to the building to be constructed.
10. To make necessary representations including filing of complaints and appeals before the Assessor and Collector of Kolkata Municipal Corporation and other concerned authorities in regard to the fixation of ratable value in respect of the building on the said Property and/or any portion thereof by the Assessor and Collector of Kolkata Municipal Corporation.
11. To sign all papers and apply from time to time for modifications of the Building Plan in respect of the building to be constructed on the said Property.
12. To sign all papers and apply for and obtaining permission for water connection, electric meter connection, drainage connection, lift installation certificate for the building to be constructed on the said Property, to sign all papers and represent us for obtaining Completion Certificate in respect of the said building or any part or parts thereof from the Kolkata Municipal Corporation and other concerned authorities.
13. To give such letters and writings and/or undertakings as may be required from time to time by the Kolkata Municipal Corporation and/or other concerned authorities for the purpose of carrying out the development work in respect of the said Property as also in respect of the construction work of the said building thereon and also for obtaining Occupation and / or Completion Certificate in respect of the said building or any part or parts thereof.

14. To give necessary letters, writings and undertaking to the Kolkata Municipal Corporation, Fire Brigade Department for occupying the said building and / or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said building.
15. To do all other acts, deeds, matters and things in respect of the said Property described in the Schedule hereunder written including to represent before and correspond with the Kolkata Municipal Corporation and other concerned authorities for any of the matters relating to the sanctioning of the plan for the construction of the proposed building to be carried out on the said Property and any other matters pertaining to the said Property.
16. To hold and defend possession, manage and maintain the said Property and the said proposed new building or any part or parts thereof from time to time and conduct all correspondence relating to the said Property with any person or persons authority or authorities.
18. To enter into Agreement or Agreements for Sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in land and the building to be constructed including undivided impartible proportionate share or interest in all common areas pertaining to the Developer's Allocation particularly mentioned & described in the Schedule 'B' hereunder written to any intending Purchaser or Purchasers at such price which the said Attorney in **his** absolute discretion think fit and proper and/ or to cancel and / or repudiate the same save and except the allocation of the Owners particularly mentioned and described in the Schedule 'C' hereunder written.
19. To receive from the intending Purchaser or Purchasers full consideration money and/or any earnest money and/or advance or advances and also the balance of consideration money at or before the completion of such sale of the flats, units, shops, car parking spaces and other areas togetherwith undivided impartible proportionate share or interest in the land and the building to be constructed including undivided impartible proportionate



share or interest in all common areas pertaining to the Developer's Allocation particularly mentioned and described in the Schedule 'B' hereunder written and to give good, valid receipt and discharge for the same which will protect the Purchaser or Purchasers without seeing the application of the money.

20. Upon such receipt as aforesaid in our names and as our act and deed to sign, execute and deliver any Conveyance or Conveyances in relation to the Developer's Allocation in favour of the said Purchaser or Purchasers or his / her / their nominees or assignees.
21. To sign and execute all other deeds, instruments and assurances which he will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the Developer's Allocation or any part or parts thereof as we could do ourselves.
22. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which the said Attorney shall consider necessary for conveying the Developer's Allocation including undivided proportionate share of land particularly mentioned and described in the Schedule 'B' hereunder written or any part or parts thereof to the said Purchaser or Purchasers as fully and effectually in all respect as We could do the same ourselves.
23. To insure the property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short circuits, bursting of gas cylinders, floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the said building and other assets and lives therein as the said Attorney may think fit and proper.
24. To ask, receive and realize from all Occupiers or Purchasers of flats, units, shops, car parking spaces and other areas, charges, expenses, rates, cesses

and other sums due or that might become due and payable by him/her/their and on non-payment to take appropriate steps for realization thereof.

25. To accept writ or summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent us and in connection therewith file appeals or revision or representation and appoint Advocates and Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats, units, shops, car parking spaces and other areas or spaces pertaining to the Developer's Allocation particularly mentioned and described in the Schedule 'B' hereunder written.
26. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on behalf of us in respect of the property.
27. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefore in respect of the property.
28. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto,
29. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
30. We hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the property by virtue of these presents and We hereby declare that We shall not do anything inconsistent with the Power of Attorney.

31. We hereby further declare that the powers and authorities hereby granted is revocable if the Development Agreement is terminated and otherwise subsists till the said Property is fully and properly developed as per Development Agreement and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the flats, units, shops, car parking spaces and other areas or spaces pertaining to the Developer's Allocation particularly mentioned and described in the Schedule 'B' hereunder written are conveyed to the Purchasers and the Association of Apartment Owners is registered and starts functioning.

**THE SCHEDULE 'A' ABOVE REFERRED TO**

**(Description of land)**

**ALL THAT** piece and parcel of land measuring 6 Cottahs 3 Chittaks 28 Sq.ft (416.597 M<sup>2</sup>) more or less alongwith 100 years old structure standing thereon measuring about 3800 Sq. ft. being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 Borough - VII in the District of South 24 Parganas and which is butted and bounded as follows :

**ON THE NORTH** : By Premises No. 6/1D, Radhanath Chowdhury Road

**ON THE EAST** : Passage.

**ON THE SOUTH** : By 10.820 mtr. (35 ft 6 inch) and by 11.582 mtr. (38 ft.) wide Radhanath Chowdhury Road

**ON THE WEST** : By 3.567 mtr. (12 ft.) Radhanath Chowdhury Road

**THE SCHEDULE 'B' ABOVE REFERRED TO**

**(Developer's Allocation)**

The Developer will be allocated and entitled to retain and or sale 53% of the constructed area in the new building absolutely. And if there be any excess or short fall in allocation, the same will be adjusted by payment of owelty money to each other at the prevailing market rate as mutually agreed.

**THE SCHEDULE 'C' ABOVE REFERRED TO****(Owners' Allocation)**

The Owners will be allocated and entitled to retain or sale 47% of the constructed area out of which owners' respective share of contribution for their Tenants' allocation will be reduced from the Owners' respective share of allocation. And if there be any excess or short fall in allocation, the same will be adjusted by payment of owelty money to each other at the prevailing market rate as mutually agreed.

**IN WITNESS WHEREOF** We, the Principals herein, have set and subscribed our hands on the 21<sup>st</sup> day of March , 2014.

**SIGNED, SEAL AND DELIVERED**

by the Principals at Kolkata  
in the presence of :-

1) Subhajit Mondal.  
6/c, Radhanath chowdhary  
Road, Kol- 700-015.

2) Pampa Mondal  
6/c, Radmanath chowdhary  
Road, Kol- 700-015.

Saraju Mondal

Kavita Malhotra

Neera Malhotra

Signature of the Principals

Subhendu Dey

Drafted by :-

Kalipada Charan

(Kalipada Charan)

Advocate.

Bar Association,  
Sealdah Court Complex,  
Room No. 201, 2<sup>nd</sup> Floor  
Kolkata - 700 014.

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Accepted the Power by the Attorney



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

Endorsement For Deed Number : I - 00898 of 2014  
(Serial No. 01124 of 2014 and Query No. 1606L000001809 of 2014)

On 21/03/2014

**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), 5 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 21.00/-, on 21/03/2014

( Under Article : ,E = 21/- on 21/03/2014 )

**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.-1,96,25,569/-

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 12.30 hrs on :21/03/2014, at the Office of the A.D.S.R. SEALDAH by  
Subhendu Dey ,Claimant.

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

Execution is admitted on 21/03/2014 by

1. Saraju Mondal, wife of Samarendra Nath Mondal , 6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
2. Kavita Malhotra, wife of Lt Subhas Chand Malhotra , 6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
3. Neera Malhotra, wife of Sushil Malhotra , 6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife
4. Subhendu Dey  
Partner, M/s Pinnacle Prime Projects, 40, Mahendra Srimoni Street, Kolkata, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, Pin :-700009,  
By Profession : Business .



( Jaideb Pal )

**ADDITIONAL DISTRICT SUB-REGISTRAR**

EndorsementPage 1 of 2

21/03/2014 12:59:00



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

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**Endorsement For Deed Number : I - 00898 of 2014**  
**(Serial No. 01124 of 2014 and Query No. 1606L000001809 of 2014)**

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Identified By Debasis Das, son of . , Sealdah Court, District:-South 24-Parganas, WEST BENGAL,  
India, , By Caste: Hindu, By Profession: Law Clerk.



( Jaideb Pal )  
ADDITIONAL DISTRICT SUB-REGISTRAR











( Jaideb Pal )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.D.S.R. SEALDAH, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 01124 / 2014, Deed No. (Book - I , 00898/2014)**

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Subhendu Dey 5, D. L. Roy Street, Kolkata, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, Pin :-700006	 21/03/2014	 LTI 21/03/2014	<i>Subhendu Dey</i> 21/3/14

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Saraju Mondal Address -6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015	Self	 21/03/2014	 LTI 21/03/2014	<i>Saraju Mondal</i>
2	Kavita Malhotra Address -6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015	Self	 21/03/2014	 LTI 21/03/2014	<i>Kavita Malhotra</i>
3	Neera Malhotra Address -6/1 C, Radhanath Chowdhury Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015	Self	 21/03/2014	 LTI 21/03/2014	<i>Neera Malhotra</i>
4	Subhendu Dey Address -5, D. L. Roy Street, Kolkata, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, Pin :-700006	Self	 21/03/2014	 LTI 21/03/2014	<i>Subhendu Dey</i>

Name of Identifier of above Person(s)

Debasis Das  
Sealdah Court, District:-South 24-Parganas,  
WEST BENGAL, India,



Signature of Identifier with Date












*Debasis Das*  
Law Clerk 21/03/14

(Jaideb Pal)












**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**Office of the A.D.S.R. SEALDAH**

New Power












Kavita...

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Saraju...

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Neel...

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

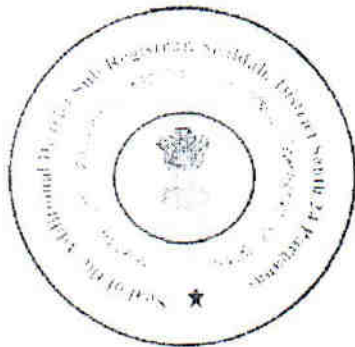
Sukendu...


		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					



Certificate of Registration under section 60 and Rule 69:

Registered in Book - I  
CD Volume number 2  
Page from 8137 to 8152  
being No 00898 for the year 2014.



  
(Jaideb Pal) 25-March-2014  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. SEALDAH  
West Bengal