

5227

D-5/26/16

10

एक सौ रुपये

Rs. 100



ONE HUNDRED RUPEES

₹. 100

भारत INDIA

INDIA NON JUDICIAL

Agmt for site
S+3 or S+4
Plan
* Old Sanctuary

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S.I. - 334039/16
07/9/16

B. 334039/16

W 358472
Additional District Sub-Registrar
Sodepur, North 24-Parganas

**GENERAL POWER OF ATTORNEY
FOR DEVELOPMENT**

7 SEP 2016

TO ALL TO WHOM THESE :

We, (1) **SMT. NIVA LODH**, Wife of Late Amal Kumar Lodh, by Nationality-Indian, by Religion- Hindu, by Occupation- Housewife, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: ABUPL3314K**,

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Alokendu Bandyopadhyay
Alokendu Bandyopadhyay

M/s APEX REALTY
Milind Jain
Partner

(2)

(2) **SRI SUMIT LODH**, Son of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Service, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: ADFPL5822R**,

(3) **SMT. SOMA AICH**, Wife of Sri Chandan Aich, Daughter of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Housewife, residing at: Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: AGAPA0167E**,

(4) **MISS SWETA LODH**, Daughter of Late Amal Kumar Lodh, by Nationality- Indian; by Religion- Hindu, by Occupation- Student, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: AMQPL2215E**, do hereby conjointly appoint, constitute and nominate "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No. AAWFA9689B**, hereby represented by its Partners:

(1) **SRI BISWANATH DAS**, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by occupation - Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) **SRI MIHIR GUIN**, Son of Late Siddheswar Guin by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) **SRI SWAPAN DAS**, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3)

(4) SRI SUBHANKAR BISWAS, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

SEND GREETINGS:-

WHEREAS one Sri Rishikesh Ghosh (Son of Late Kedarnath Ghosh) in his lifetime has purchased 48 Decimal of landed property lying and situates within Mouza - Sukchar, J.L. No. 9, Re.Su. No. 14, Touji No. -156, comprised and contained in R.S.Dag No. 1845/2777, under R.S.Khatian No. 278, from his predecessor-in-title namely Sri Nalin Kumar Deb Biswas by virtue of a Deed of Sale being deed no. 1001, which was executed and Registered on 20.09.1945 at the Office of Sub-Registrar at Barrackpore, and the same was recorded in Book no. I, Volume no. 15, pages from 224 to 228, being no. 1001 for the year 1945.

AND WHEREAS the said Rishikesh Ghosh while has been enjoying the actual physical possession of the said landed property he sold out 5 cottahs 6 chittaks 15 sq.ft. of Land being sub plot no. "LOT A" situates and lying at Mouza-Sukchar, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1845/2777, under R.S. Khatian no. 278, in favour of Smt. Kalpana Rani Kundu (Wife of Sri Gopal Chandra Kundu) by virtue of a Bengali Deed of Sale, being No. 2145, which was executed and registered on 22.05.1979 at the Office of Sub-Registrar Barrackpore, 24 Parganas and the same was recorded in Book No. I, Vol No. 40, noted within the pages from 207 to 213, being No. 2145, for the year 1979.

AND WHEREAS thus said Smt. Kalpana Rani Kundu while has been enjoying the actual physical possession of the said

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landed property she sold out the said 5 cottahs 6 chittaks 15 sq.ft. or .09 decimal of Land being "LOT A" situated and lying at Mouza-Sukchar, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in R.S. Dag Nos. 1845/2777, under R.S. Khatian no. 278, in favour of SMT. NIVA LODH AND SRI AMAL KUMAR LODH, by virtue of a Bengali Deed of Sale, being No. 2708, which was executed and registered on 06.06.1994 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol No. 70, noted within the pages from 189 to 200, being No. 2708, for the year 1994.

AND WHEREAS the said AMAL KUMAR LODH @ AMAL LODH while has been enjoying the actual physical possession of the said landed property with her wife, he died intestate on 09.05.2004 leaving behind him his wife namely SMT. NIVA LODH (the owner no. 1 hereof), his only son namely SRI SUMIT LODH (the owner no. 2 hereof), and two daughters namely SMT. SOMA AICH (the owner no. 3 hereof), and MISS SWETA LODH (the owner no. 4 hereof), as his surviving legal heirs & successors in respect of his undivided 1/2 share of the said landed property and the landed property left by deceased AMAL KUMAR LODH was devolved upon them as per the law of Hindu Succession Act, 1956.

AND WHEREAS in the manner aforesaid the present Executants/ owners no. 1 to 4 hereof by virtue of the aforesaid Bengali Deed of Sale and by virtue of inheritance from their deceased husband and father jointly became the owner of 5 cottahs 6 chittaks 15 sq.ft. or 0.09 decimal of land togetherwith a residential building standing thereon having constructed covered area of 300 sq.ft. and the owners are enjoying the actual physical possession of the

M/s APEX REALTY

Nilima Ghosh

Partner

Abhishek Dasgupta

Advocate

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(5)

said landed property peacefully, quietly and without interruption of others and mutated their names in respect of the said plot as the recorded Owners to the assessment registrar of Panihati Municipality, bearing Holding no. 21, T.N. Banerjee Road, under Ward no. 1, and have been jointly possessing and enjoying the said landed property by exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property as lawful joint owners thereof paying the relevant rent taxes regularly.

AND WHEREAS with a view to fulfil their desire by making construction of a Multistoreyed Building over their landed property measuring an area about **4 cottahs 14 chittaks and 10 sq.ft.** of land out of the total land area 5 cottahs 6 chittaks 15 sq.ft. in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the Executants.

AND WHEREAS WE the executants hereof have entered into a **Registered Development Agreement being no. 152405020**, in **Book no. I**, which was executed by us and Registered on **7th** day of **September, 2016** at the office of A.D.S.R.O. Sodepur, Dist.- North 24 Parganas with the developer "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No.1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereby represented by its Partners:

(1) SRI BISWANATH DAS, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion- Hindu, by occupation - Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

M/s APEX REALTY
Mishra
Partner

Soma Dik.


Atokendu Banhyopadhyay
Advocate

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(2) SRI MIHIR GUIN, Son of Late Siddheswar Guin by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) SRI SWAPAN DAS, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) SRI SUBHANKAR BISWAS, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for construction of a Multistoried Building/Complex, upon the said property consisting of several Numbers of Self Contained and Independent Flats, Garages, Shop Rooms etc. on the terms, conditions and considerations mentioned in the said Agreement.

AND WHEREAS at the treaty of the said Agreement WE have agreed to give a Power of Attorney in favour of the said Developers or as they may direct in order to enable them to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developer Firm have requested us to grant the said power of Attorney in favour of "**M/S. APEX REALTY**" a Partnership firm having its office at Bimala Apartment, 46A(28), Patuatola Lane, Room No.1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereby represented by its Partners:



Lokendra Bandyopadhyay

Advocate

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M/s APEX REALTY
Mihir Guin
Partner

(7)

(1) **SRI BISWANATH DAS**, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by occupation - Business, residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) **SRI MIHIR GUIN**, Son of Late Siddheswar Guin by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) **SRI SWAPAN DAS**, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) **SRI SUBHANKAR BISWAS**, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, which WE hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that We, **SMT. NIVA LODH**, Wife of Late Amal Kumar Lodh, by Nationality-Indian, by Religion- Hindu, by Occupation- Housewife, residing at: 28, T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) **SRI SUMIT LODH**, Son of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Service, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) **SMT. SOMA AICH**, Wife of Sri Chandan Aich, Daughter of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Housewife, residing at: Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,


Ankendu Ramtyapadhyay

Advocate

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M/s APEX REALTY
Mihir Guin
Partner

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(4) MISS SWETA LODH, Daughter of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Student, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent us before the Panihati Municipality for amalgamating the separate Holdings into a single Holding by inserting our holding property and sign the relevant applications for that purpose on behalf of us AND to prepare plan on behalf of Executant for development of the said property described in the Schedule hereunder and to submit the same to the Panihati Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.
2. To approach on behalf of Executant all the concerned authorities under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the 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.
3. To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property.

M/s APEX REALTY

Milind Gogoi

Partner



Alakanda Bandyopadhyay

Advocate

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4. To supervise the development work in respect of Building/s on the said property and to carry out and/or to get carried out through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Panihati Municipality and other concerned authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Panihati Municipality, Town Planning Authorities, Police Authorities, Fire Fighting 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 in all Departments, B.L. & L.R.O. Office, Municipality 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 and 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 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 Panihati Municipality 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 and effectual receipts in our name and on our behalf in connection with the refund of such deposits.

9. To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Panihati Municipality for the

Alokendu Bandyopadhyay

Advocate

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M/s APEX REALTY

Mishra

Partner

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purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.

10. To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Panihati Municipality a lease in respect of any portion of the said property for the purpose of enabling the Panihati Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./C.E.S.C. to put up and erect an electric Sub-Station for the supply of electricity to the said Buildings.

11. To make necessary applications to the W.B.S.E.D.C.L./C.E.S.C. and other concerned authorities for obtaining electric power for the said property and the buildings constructed thereon.

12. To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Panihati Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Panihati Municipality.

13. To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.

14. To apply for and obtaining water 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 Panihati Municipality and other concerned authorities.

15. To give such letters and writings and/or undertaking as may be required from time to time by the Panihati Municipality 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

M/s APEX REALTY

Pratik

Partner


Ankendu Ranyopadhyay

Advocate

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the buildings thereon and also for obtaining occupation and/or completion Certificate in respect of the said building/s or any part or parts thereof.

16. To give necessary letters, writings and undertakings to the Panihati Municipality (Fire Brigade Department for occupying the said building/s and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said buildings.

17. To approach the Panihati Municipality and all other concerned authorities for the purpose of obtaining release of any portions of the said property and/or structures thereon from reservation (if any).

18. To approach the Government of West Bengal in all its Departments as also the Panihati Municipality 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 the construction of the said building/s 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 to represent before and correspond with the Panihati Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and many 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.

M/s APEX REALTY

Milim Singh

Partner

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Alokendu Bandyopadhyay

Advocate

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(ii) To make applications and submit the amended or new Building Plans to the Panihati Municipality including all its Departments or any other Authorities for the purpose of getting the Building Plans, I.O.D. and Commencement Certificate sanctioned and/orrevalidated and to give such other applications writings undertaking 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 that purpose to give such undertaking or execute such documents and applications as also to correspond 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 Agreement for sale of Building as per Agreement that will be constructed on the said property in the names of Attorney or the name of the Developers or the name of Private Limited Company and to retire and appropriate the sale proceeds to themselves.

(ii) To execute Agreements for sale for the said property or any part thereof described in the Schedule hereunder the completion of the construction and after transfer or sale of all the flats to the said future owners hereof.

(iii) The Land owners shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 days after execution of the Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or



Alokendu Bandyopadhyay

Advocate

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M/S APEX REALTY



Partner

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apartment in question as stated hereinabove.

(iv) The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

(v) The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer for sale of such flats, shops or Garages in respect of the building or buildings that may be constructed on the said plot and also to exercise and sign conveyance or surrender in respect of the said portion of the land and lodge the document or documents for registration and admit the execution of any such document or documents before the sub registrar of A.D.S.R.O. Sodepur, North 24 Parganas, D.R. North 24 Parganas at Barasat and the Registrar of Assurance-II at Kolkata.

22. To execute the conveyance or conveyances in respect of the said property and building/s constructed thereon or any part thereof in favour of such person as the said Attorney shall determine including in favour of any Co-operative Housing Society, Limited Company that may be formed for the purpose.

23. To lodge the Conveyance, Lease and/or other documents or transfer that may be executed by the said attorney for registration and to admit execution thereof before the concerned Sub-Registrar, Dist. Registrar or Registrar of Assurance.

24. To make application on the Panihati Municipality and other Revenue Authorities for the transfer of the said property


Alokendu Banerjee

Advocate

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M/s APEX REALTY

Helen Gopin

Partner

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to the Transferees in whose favour the Conveyance. Lease and/or other documents of transfer as aforesaid may have been executed.

25. To execute Lease in respect of the said property and/or portion or portions and/or structure or structures standing thereon in favour of such person or persons as the said Attorney may from time to time determine by the said Attorney.

26. To attend before any Sub-Registrar or/and to execute and present for registration and admit execution by us any agreement, deed, conveyance, transfer, assignment, assurances, release, indemnify or other instrument or writing 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 efficiently as WE could do.

27. (a) To insure the said property against damaged fire tempest, riots, civil commotion, floods, earthquakes or otherwise as our said Attorney may think fit and proper.

(b) 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 releases or other discharges for the same.

28. (a) To lodge for registration the documents that may be required from time to time before the Sub-Registrar and to admit executing thereof.

(b) WE hereby agree and undertake that WE shall not in any way write any letters and/or correspond with the Government of West Bengal in all its departments, the Panihati Municipality in all its Departments and other Municipality in all its Departments and other concerned local authorities counter mining any acts, deeds, matters and things done by the said Attorney pursuant to this power of Attorney. WE hereby expressly agree and undertake that if any such instructions shall be issued by us the same shall not affect the acts, deeds,



Alakanda Bandyopadhyay

Advocate

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matters and things by the said Attorney and all the concerned authorities shall be entitled to disregard all such instructions given by us.

29. For us and in our name to accept service of any write of summons or other legal process and to appear in any court and before all courts. Magistrates or Judicial or other Officer whatsoever as by the said Attorney shall deem advisable and to commence any action/other proceedings in any Court of Law or Attorney and the same action on proceedings to prosecute or discontinue or become non-suited as the said Attorney shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall be the said Attorney be conceived to be due/owing/belonging or payable to us by any person/firm or body corporate and also to appoint any solicitor and/or Advocate 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 the said Attorney.

30. To appoint Pleaders, Solicitors, Advocates or Attorneys or Lawyers to appear and act in any Court of Law or before any Custom or Port Trust or Revenue or other Office or Offices of any State or local Authority and to revoke such appointment and to substitute any others in their place and stead.

31. To sign, verify and execute Plaints, Written Statements, Counter-claims, Appeals, Review, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or Equity whether of Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authorities and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings



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brought or commenced and to defend, answer or oppose the same or suffer Judgements or Decrees to be had given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees at the said Attorney shall be advised or think proper and also to bid at the Auction Sales that may be held by or on our behalf under the powers reserved to us under any Mortgage or Charge or by any Court or any Office thereof and to purchase any land, hereditaments and premises at such Auction Sales and to sign, verify and execute any applications, affidavits, agreements or other documents.

32. To receive from any Court of any Officer thereof or from any person, firm or body corporate amounts due and payable to us either alone or jointly with other on any account whatsoever including under any Deed or Mortgage or Deed of Charge or any other instrument in respect of such investments or otherwise howsoever and to give sign and execute all papers receipts releases and discharges for the same.

33. GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities hereinbefore contained as fully and effectual as WE could in person do.

34. 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 purpose according to Laws and Customs of India and particularly of West Bengal.

35. AND WE HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorney and accordingly the said Attorney shall be entitled to exercise independently of each other the powers conferred upon him.

36. AND WE HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the premises by virtue of these presents AND WE HEREBY DECLARE that WE shall not do anything inconsistent with this Power of Attorney.

M/s APEX REALTY

Nilima Ghosh

Partner



Atokendu Banerjee

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37. AND WE hereby declare that the Powers and authorities hereby granted till the said property is fully and properly developed as per the Development Agreement as per rules and regulations of the Panihati Municipality and that the transfer and/or conveyance of the said land with building is conveyed and/or transferred in favour of ultimate transferee.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring more or less **4 cottahs 14 chittaks and 10 sq.ft.** of land out of the total land area 5 Cottahs 6 chittak 15 Sq.ft. or 0.09 decimal classified as "**BASTU**" togetherwith a residential building standing thereon having constructed covered area 300 sq.ft., within **Mouza-Sukchar**, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 1845/2777**, under R.S. Khatian no. 278, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, bearing Holding No 46(old) 21(New), T.N.Banerjee Road, under Ward No. 1, TOGETHERWITH all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Power of Attorney for Development.

BUTTED AND BOUNDED BY

On the North : Sub-Plot no. "B".
On the South : 12ft. Wide T.N. Banerjee Road Bye Lane.
On the East : 6ft. Wide Common Passage.
On the West : Municipal Drain.



Mukunda Bandyopadhyay

Advocate

Contd...18

M/s APEX REALTY
Partiver
Mukunda Bandyopadhyay

IN WITNESSES WHEREOF the parties/Executants hereto have hereunto set and subscribed their respective hands on this ..Fth day of ..September....., 2016 A.D.

SIGNED AND DELIVERED
in presence of following
WITNESSES.

1. Pratik Gosh
Kharecha Kulinpara
P. O. D. D. Sapon
Kat- 116

Niva Lodh

Suman Lodh

Soma Lodh

Sueta Lodh

2. Anshu Kumar
Prithamagar
Kat- 113

SIGNATURE OF THE
EXECUTANTS/OWNERS

M/S. APEX REALTY

Prasenjit Das

Hemangini

Swapan Das

Subhanjan Biswal

Partner

SIGNATURE OF THE ATTORNEY

Drafted by:

Alokendu Bandyopadhyay
Adv

Alokendu Bandyopadhyay
Enr. No. WB-570/2004. Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

Laser Setter:

Prasanna Paul

M/s APEX REALTY

Mirina Das

Partner

Major Information of the Deed

Deed No :	I-1524-05026/2016	Date of Registration	9/7/2016 2:16:39 PM
Query No / Year	1524-1000334039/2016	Office where deed is registered	
Query Date	07/09/2016 1:54:37 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	A Banoyopadhyay Barasat Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830075574, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 30,00,000/-	Rs. 51,13,892/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Kherdaha, Municipality: PANIHATI, Road: T. N. Banerjee Road, Mouza: Sukhchar, Ward No: 1, Holding No:21

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1845/2777	RS-278	Bastu	Bastu	4 Katha 14 Chatak 10 Sq Ft	28,00,000/-	48,88,892/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
Grand Total :					8.0667Dec	28,00,000 /-	48,88,892 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	2,00,000/-	2,25,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		300 sq ft	2,00,000 /-	2,25,000 /-	

Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mrs Niva Lodh Wife of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 Admitted by: Self, Date of Admission: 07/09/2016 Office			M/s APEX REALTY  Partner
			LTI 2218	07/09/2016



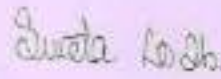
28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. ABUPL3314K, Status :Individual

Name	Photo	Fingerprint	Signature
Mr Sumit Lodh Son of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office			
07/09/2016	LTI	07/09/2016	07/09/2016

28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADFPL5822R, Status :Individual

Name	Photo	Fingerprint	Signature
Mrs Soma Aich Wife of Mr Chandan Aich Executed by: Self, Date of Execution: 07/09/2016 Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office			
07/09/2016	LTI	07/09/2016	07/09/2016

Branch Panchanantala Road, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AGAPA0167E, Status :Individual

Name	Photo	Fingerprint	Signature
Miss Sweta Lodh Daughter of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office			
07/09/2016	LTI	07/09/2016	07/09/2016

28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. AMQPL2215E, Status :Individual

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	"M/S. APEX REALTY" Bimala Apartment, 46A(28), Patuatola Lane, Room No. P.O:- Sukchar, P.S:- Khardaha, Panihati, District-North 24 -Parganas, West Bengal, India, PIN - 700115 PAN No. AAWFA9689B, Status :Organization












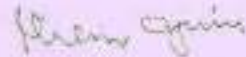


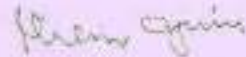


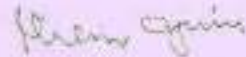


















16/09/2016 Query No:-15241000334039 / 2016 Document No. 15241000334039 / 2016, Document is digitally signed.



M/s APEX

Mini Sin

Representative Details :

No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BISWANATH DAS Son of Late Narayan Chandra Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2016 4:25PM</td> <td>LTI</td> <td>Sep 7 2016 4:25PM</td> <td>Sep 7 2016 4:26PM</td> </tr> </tbody> </table> <p>KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Status : Representative, Representative of : "M/S. APEX REALTY"</p>	Name	Photo	Finger Print	Signature	Mr BISWANATH DAS Son of Late Narayan Chandra Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office				Sep 7 2016 4:25PM	LTI	Sep 7 2016 4:25PM	Sep 7 2016 4:26PM
Name	Photo	Finger Print	Signature										
Mr BISWANATH DAS Son of Late Narayan Chandra Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office													
Sep 7 2016 4:25PM	LTI	Sep 7 2016 4:25PM	Sep 7 2016 4:26PM										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr MIHIR GUIN Son of Late Siddheswar Guin Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2016 4:26PM</td> <td>LTI</td> <td>Sep 7 2016 4:26PM</td> <td>Sep 7 2016 4:26PM</td> </tr> </tbody> </table> <p>Dr. Gopal Chatterjee Road, P.O - Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Status : Representative, Representative of : "M/S. APEX REALTY"</p>	Name	Photo	Finger Print	Signature	Mr MIHIR GUIN Son of Late Siddheswar Guin Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office				Sep 7 2016 4:26PM	LTI	Sep 7 2016 4:26PM	Sep 7 2016 4:26PM
Name	Photo	Finger Print	Signature										
Mr MIHIR GUIN Son of Late Siddheswar Guin Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office													
Sep 7 2016 4:26PM	LTI	Sep 7 2016 4:26PM	Sep 7 2016 4:26PM										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SWAPAN DAS Son of Late Foudi Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2016 4:28PM</td> <td>LTI</td> <td>Sep 7 2016 4:28PM</td> <td>Sep 7 2016 4:28PM</td> </tr> </tbody> </table> <p>RAMKRISHNA APARTMENT, Dr. Gopal Chatterjee Road,, Flat No: B, 3rd Floor,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Status : Representative, Representative of : "M/S. APEX REALTY"</p>	Name	Photo	Finger Print	Signature	Mr SWAPAN DAS Son of Late Foudi Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office				Sep 7 2016 4:28PM	LTI	Sep 7 2016 4:28PM	Sep 7 2016 4:28PM
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4	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUBHANKAR BISWAS Son of Mr Madhab Chandra Biswas Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2016 4:26PM</td> <td>LTI</td> <td>Sep 7 2016 4:26PM</td> <td>Sep 7 2016 4:27PM</td> </tr> </tbody> </table> <p>2no. Subhash Nagar, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Status : Representative, Representative of : "M/S. APEX REALTY"</p>	Name	Photo	Finger Print	Signature	Mr SUBHANKAR BISWAS Son of Mr Madhab Chandra Biswas Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office				Sep 7 2016 4:26PM	LTI	Sep 7 2016 4:26PM	Sep 7 2016 4:27PM
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Mr SUBHANKAR BISWAS Son of Mr Madhab Chandra Biswas Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, , Place of Admission of Execution: Office													
Sep 7 2016 4:26PM	LTI	Sep 7 2016 4:26PM	Sep 7 2016 4:27PM										

Details :

Name & address

Avishek Podder
Son of Mr B Podder
Sriramnagar, P O:- Natagarh, P S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700113, Sex: Male, By
Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mrs Niva Lodh, Mr Sumit Lodh, Mrs Soma Aich, Miss
Sweta Lodh, Mr BISWANATH DAS, Mr MIHIR GUIN, Mr SWAPAN DAS, Mr SUBHANKAR BISWAS

07/09/2016

Avishek Podder

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Niva Lodh	"M/S. APEX REALTY"-2.01667 Dec.
2	Mr Sumit Lodh	"M/S. APEX REALTY"-2.01667 Dec
3	Mrs Soma Aich	"M/S. APEX REALTY"-2.01667 Dec
4	Miss Sweta Lodh	"M/S. APEX REALTY"-2.01667 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Niva Lodh	"M/S. APEX REALTY"-75 Sq Ft
2	Mr Sumit Lodh	"M/S. APEX REALTY"-75 Sq Ft
3	Mrs Soma Aich	"M/S. APEX REALTY"-75 Sq Ft
4	Miss Sweta Lodh	"M/S. APEX REALTY"-75 Sq Ft

Endorsement For Deed Number : I - 152405026 / 2016

On 07-09-2016

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 14:12 hrs on 07-09-2016, at the Office of the A.D.S.R. SODEPUR by Mrs Soma Aich, one of the Executants.

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 51,13,892/-

16/09/2016 Query No.-15241000334009 / 2016 Deed No : I - 152405026 / 2016. Document is digitally signed.

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M/s APEX REALTY

Mihir Guin
Partner

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

Execution is admitted on 07/09/2016 by 1. Mrs Niva Lodh, Wife of Late Amal Kumar Lodh, 28, T.N.Banerjee Road,, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession House wife. 2. Mr Sumit Lodh, Son of Late Amal Kumar Lodh, 28, T.N.Banerjee Road,, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Service. 3. Mrs Soma Aich, Wife of Mr Chandan Aich, Branch Panchanantala Road, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession House wife. 4. Miss Sweta Lodh, Daughter of Late Amal Kumar Lodh, 28, T.N.Banerjee Road,, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Student

Identified by Mr Avishek Podder, Son of Mr B Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

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

Execution is admitted on 07/09/2016 by Mr BISWANATH DAS

Identified by Mr Avishek Podder, Son of Mr B Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Execution is admitted on 07/09/2016 by Mr MIHIR GUIN

Identified by Mr Avishek Podder, Son of Mr B Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Execution is admitted on 07/09/2016 by Mr SWAPAN DAS

Identified by Mr Avishek Podder, Son of Mr B Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Execution is admitted on 07/09/2016 by Mr SUBHANKAR BISWAS

Identified by Mr Avishek Podder, Son of Mr B Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 21/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp Type: Impressed, Serial no 8543, Amount: Rs. 100/-, Date of Purchase: 11/08/2016, Vendor name: R Sur

Trideeb Kumar Acharjee
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal



M/s APEX K...
Mihir Guin
Partner

Date of Registration under section 60 and Rule 69.

Registered in Book - 3

Volume number 1524-2016. Page from 150014 to 150048
being No 152405026 1. - the year 2016.



Digitally signed by MAITREYEE GHOSH
Date: 2016.09.16 12:33:22 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 16/09/2016 12:33:20
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

(This document is digitally signed.)

16/09/2016 Query No:-15241000334039 / 2016 Deed No : I - 152405026 / 2016, Document is digitally signed.

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M/s APEX REALTY
Heinrich
Partner