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2/3460



07-01-15

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 908351

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Notified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

[Signature]
 District Sub-Register
 Howrah

07-01-15

09 APR 2015

DEVELOPMENT POWER OF ATTORNEY

AFTER REGISTERED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT POWER OF ATTORNEY is made on this 07th day of January, 2015

BETWEEN

Asha Mishra.

Contd....

ক্রমিক নং R979 তারিখ ১৭/০৭/১৫
ক্রেতার নাম Asha Mitra & Co
ঠিকানা ৪/৬ Datta Street - Bowbazar village rd, Shibpur, Howrah
ঘলা ১১৩

সেকত মেডার
চ্যান্স ডেপুটার
হাওড়া জাজলত

- Asha Mitra.



78

- Asha Mitra.



79

Anindam Mitra



80

District Sub-Registrar
Howrah

MAA BHATARINI REALTOR PVT. LTD.

Mongimondal
Mg. Director

07 JAN 2015

Raghunath Chatterjee
S/o Sri Niranjan Chatterjee
17/19, South Baksara village road
Shibpur, Howrah-10.

(1) **SMT. ASHA MITRA**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Police Station Shibpur, District Howrah, hereinafter jointly referred to as the "**PRINCIPALS/ EXECUTANTS/FIRST PART**"

AND

" **MAA BHABATARINI REALTOR PVT. LTD.**", a Company incorporated under the Companies Act, 1956, having its Registered office at Podrah, P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankrail, District Howrah, hereinafter referred to as the "**DEVELOPER/ATTORNEY/ SECOND PART**"

KNOW ALL MEN BY THESE PRESENTS that We, (1) **SMT. ASHA MITRA**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Police Station Shibpur, District Howrah, hereinafter jointly referred to as the "**PRINCIPALS/ EXECUTANTS**"

WHEREAS We, the Principals/ Executants are the joint owners and occupiers of **ALL THAT** piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with structure standing thereon, comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road,

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FORM FOR TEN FINGER IMPRESSION

No.	Picture & Signature of Executant					
Asha Mitra						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
Thumb	Fore	Middle (Right Hand)	Ring	Little		
No.	Signature of					
Anindam Mitra						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
Thumb	Fore	Middle (Right Hand)	Ring	Little		
No.	Signature of					
Mancy Mondal						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
Thumb	Fore	Middle (Right Hand)	Ring	Little		

MAA BHABATARINI REALTOR PVT LTD
 Mancy Mondal
 Mg. Director



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 03460 of 2015
(Serial No. 03836 of 2015 and Query No. 0501L000005847 of 2015)

On 07/01/2015

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

Presented for registration at 19.30 hrs on :07/01/2015, at the Private residence by Asha Mitra , one of the Executants.

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

Execution is admitted on 07/01/2015 by

1. Asha Mitra, wife of Rupak Kumar Mitra , 8/4, Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
2. Arindam Mitra, son of Rupak Kumar Mitra , 8/4, Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession : Service
3. Monaj Mondal
Managing Director, Maa Bhabatarini Realtor Pvt. Ltd., Village:Podhra, Thana:-Sankrail, P.O. :-Podhra, District:-Howrah, WEST BENGAL, India.
. By Profession : Business

Identified By Raghunath Bhattacharjee, son of Niranjan Bhattacharjee, 17/4/9, South Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 09/04/2015

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.

Payment of Fees:

Amount By Cash

Rs. 39.00/-, on 09/04/2015

(Under Article : ,E = 7/- ,H = 28/- ,M(b) = 4/- on 09/04/2015)

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.-1,22,74,158/-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impressive Rs.- 100/-



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 4156 to 4171
being No 03460 for the year 2015.



Satiprasad Bandopadhyay

(Satiprasad Bandopadhyay) 10-April-2015
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah which is morefully described in the Schedule herein below and hereinafter called the SAID PROPERTY and they are in peaceful possession of the said property without any interruption from any corner whatsoever till date and the said property remains free from all encumbrances;

AND WHERAS due to inconvenience to look after, manage , control and develop the said property, We, the above named Appointers/ Principals entered into a **Development Agreement on 07/01/2015** with "**MAA BHABATARINI REALTOR PVT. LTD.**", a Company incorporated under the Companies Act, 1956, having its Registered office at Podrah, P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL** , son of Late Sudhir Kumar Mondal , by faith Hindu , by occupation Business , residing at Village and Post Office Podrah , Police Station Sankaril , District Howrah which was registered in the office of District Sub-Registrar at Howrah and recorded in **Book No. I, Being No. 3459, for the year 2015** and the ratio and /or allocation have been settled in between the parties herein which is more fully described in the above mentioned Agreement for Development.

Now it has become necessary to make and execute a General Power of Attorney wherein and whereby we want to appoint the said Developer as our lawful Constituted Attorney to do all acts, deeds, things and cause

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to be done and perform in respect of our said property in terms of the said Development Agreement on our behalf.

NOW KNOWN YE ALL MEN by these presents that We, the above named Appointers do hereby nominate, constitute and appoint **"MAA BHABATARINI REALTOR PVT. LTD."**, a Company incorporated under the Companies Act, 1956, having its Registered office at Podrah, P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankrail, District Howrah, hereinafter referred to as the **APPOINTEE/ATTORNEY** as our true and lawful Attorney to do all acts, things, perform, execute and cause to be done, executed and performed in respect of our property more fully and particularly described in the Schedule hereunder written as mentioned below in our name and on our behalf that is to say,

1. To sign, enter into take possession for managerial work and charge for and look after manage and administrate the said premises including all the meassuages tender hereditaments premises or any part thereof and also take possession and to administer all the effects thereof in our names and on our behalf.
2. To sign on required papers or plan and to submit plan and other necessary papers before the Howrah Municipal Corporation or any other authority/authorities for the purpose of proposed multi-storied building in respect of the said property and to sign

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all the necessary papers and documents to that effect and to obtain sanction plan from the Howrah Municipal Corporation.

3. To provide finance and to supervise for making the construction of the proposed multi-storied building.
4. To negotiate on terms for and to agree to sell his allocated share or flats of the proposed construction, as contained in the said Development Agreement, to any intending purchaser at such price or prices which our said attorney in his absolute discretion thinks fit and proper, to agree upon and to enter into any agreement or agreements for sale/s and/or cancel and/or repudiate the same.
5. To receive from the intending purchasers or purchaser any earnest money and/or advance or advances and also the balance amount of consideration of such sale or sales in respect of Developer's allocation and to give good, valid receipt and discharge for the same which will protect the said purchaser or purchasers.
6. Upon such receipt as aforesaid the attorney shall prepare and execute any deeds or deed of sale, conveyance or conveyances in favour of intending purchaser or purchasers or his/her/their nominee or nominees or partner and to present such document/deed before any registry office to have them registered according to law in respect of developer's allocation. That the attorney shall act deed and things as per terms and conditions stipulated in the

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said Agreement which has already been executed by and between ourselves and our said Attorney.

7. Subject to the compliance of the provisions of the said Agreement to present any such Deed or Deeds of sale, conveyance or conveyances or other document or documents and to put signatures on it on our behalf for registration and to admit execution thereof and receive consideration before any Sub-Registrar or Registrar having authority for and to have them according to law for Developer's allocated share only at the proposed building on completion to such purchaser or purchasers as fully and effectually in all respects on our behalf, and the Developer shall have right to enter into an agreement for sale with the prospective buyers at any time of his allocated share.
8. To institute suit/s or other legal proceedings or contest in any suits authorized by law and to sign any plaint, petition or other pleadings, vakalatnama, warrant of attorney and to depose on our behalf and/or to execute in any decree or order.
9. To apply for permission of competent Authority under provision of the Urban Land (Ceiling & Regulation) Act, 1976 for sale of the undivided proportionate share of land in the said premises and/or Flats, if necessary and to execute, affirm and sign necessary declaration form and applications and to swear

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affidavit for such purpose and to submit the same and right to mortgage the Schedule mentioned property and appear before the Competent Authority for the same.

10. To appear before the Income Tax Authority and to apply for obtaining Clearance Certificate if required.
11. To put or affix sign Board on the said premises and to publish notification in the newspaper for inviting application for booking of the proposed Flats.
12. To enter into the said premises with Contractors, Architects and other workmen for construction of the building or buildings and to do all necessary works in connection therewith.
13. To enter into the said premises for taking measurement of the land or building and to sign the proposed plan, application, undertakings, declaration and other papers in connection therewith and to submit the same to the Howrah Municipal Corporation to get the said plan sanctioned, approved and/or modified or altered if necessary, and to pay necessary fees and also to obtain permission from all the authorities, required to be obtained for same and to obtain sanction and/or permission in our names and on our behalf and to represent us before Howrah Municipal Corporation, Police Department, Fire Brigade and other necessary authorities in connection therewith.
14. To apply for and obtain permission for steel, cement, brick and other building materials to be required for construction of the

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building and to appoint Architect and contractor for construction of the building in the said premises.

15. To apply for obtaining electricity, water, gas, telephone, telex, connection (temporary or permanent) and under ground cables sewerage and drainage connection in the said premises.
16. To issue "No objection" certificate on our behalf to any intending purchaser for any house building and/or commercial loan from any Bank, Company, Firm and other financial institution for the Flat to be purchased by such purchaser.
17. To pay taxes, rates, charges, expenses and other outgoing whatsoever payable for and on account of the said premises or any part thereof and to obtain valid discharge in respect thereof.
18. To insure, the building to be constructed against any loss or damage by fire and other risk as they deemed necessary or desirable and to pay all payment for such insurance and to receive any compensation arising out of the said insurance.
19. To appear and represent us in any Court of Civil, Criminal, Original, Appellate, Revisional Jurisdiction of the Hon'ble High Court before settlement office, Howrah Municipal Corporation, Settlement Department, Income Tax, Wealth Tax, Urban Land Ceiling Authority or other Authorities and to sign verify and file any plaints written statements application, petitions, affidavit, undertakings, Declaration and all other documents & papers.

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20. To appoint and retain advocates, pleaders and legal practitioners and to sign and execute vakalatnamas and to accept service of all summons notices and other judicial process and to execute any order, Decree or Judgement and to deposit for withdraw money or documents in and from any Court or other authorities AND GENERALLY to act in any suit, proceedings or matters in which we may be interested or concerned in connection with the said premises fully described in the schedule hercinbelow.
21. To settle, compromise all actions, suits, accounts, claims and disputes between ourselves and any other person or persons AND GENERALLY to do execute and perform all other lawful acts, matters and things as our said attorney shall consider necessary in connection with the said premises AND We do hereby agree that all acts, deeds and things in respect of the said premises lawfully done by the said Attorney on behalf of shall be construed as our acts deeds and things done by us AND We undertake to ratify and confirm all and whatsoever the said Attorney shall lawfully do cause to be done for construction and sale of the premises by virtue of this Power of Attorney governed under the said Development agreement.
22. That this Power of Attorney shall remain in force till completion of construction of the proposed building as per said agreement and also till completion of sale of the agreed share of the Developer/Attorney.

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23. For all or any of the purpose hereinbefore mentioned to appear and represent us before all authorities having Jurisdiction and to sign, execute and submit all papers and documents as and when be required in connection with the construction of the proposed building and after such construction for sale of the Developer's allocation.
24. It is made clear that this Power of Attorney is granted for the purpose of smooth construction and development and selling out flats arising out of the Developer's allocation and the said Flats will be erected over the property fully described in the schedule hereunder written.
25. This Power of Attorney is always revocable in nature. This property is not acquired by any Govt. Authority.
26. All the receipts by/payable to the principals (if any), must be paid to the principals.

AND GENERALLY to do all acts, deeds and things in respect of the said premises which will be developed by erecting multistoried building which We ourselves could have done lawfully under our own hands if present personally.

AND We hereby do ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the said development under and by virtue of the POWER OF ATTORNEY.

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SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with R.T. structure standing thereon measuring more or less 1320 Square Feet, comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

On the North : Drain thereafter Baksara Village Road.

On the South : Property of Sambhu Mukherjee and 8/4, 8/5,
Baksara Village Road.

On the East : H.M.C. Drain.

On the West : Drain thereafter Baksara Village Road.

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IN WITNESS WHEREOF the parties hereto subscribed their hands and seals on the day, month and year written hereinbefore.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF

WITNESSES

(1) Raghunath - Shalla Chongee
17/19, South Balesara village Road
Shibpur, Howrah - 10

1. Acha Mitra.

(2) Prasanta Bera
VIVEKA NANDA NAGAR colony
PO - Podrahi, PS - Sahasraia
Dist. Howrah - 711109,

2. Anindam Mitra

SIGNATURE OF THE EXECUTANT

I hereby accept the Power

(3) Rupali Kumar
8/4, South Balesara village Road,
PO, Durgachandi
Howrah - 711109.

MAA BHABATARINI REALTOR PVT. LTD.

Monyam Mondal
Mg. Director

SIGNATURE OF THE ATTORNEY

Drafted by me and prepared in my sherista.

Biswajit Chatterjee

Biswajit Chatterjee
Advocate
Howrah Judges' Court

Computerized by
Tomas Das
Howrah Judges' Court