

10263

2-9332/13

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

Y 714054

22/09/17
G-8/329601

The document is admitted
The signature shall be
The document shall be
with this document as the part of this
document

X

Additional District Judge
Bajmari, New Town, North 24-Pgs

22 SEP 2017

DEVELOPMENT POWER OF
ATTORNEY AFTER
REGISTERED DEVELOPMENT
AGREEMENT

KNOW ALL MEN BY THESE
PRESENTS we, (1) BIKRAM GAYEN
(PAN NO. AXLPG7928B), son of Late
Jogendra Nath Gayen, by faith - Hindu, by
occupation - Business, by nationality -
Indian, residing at Vill. & P.O. Hatgacha,
P.S. K.L.C. (Kolkata Leather Complex),

Contd.....2

Kolkata - 700 156, District South 24 Parganas, West Bengal & (2) SALIM MORTUJA IPAN NO. BAYPM1117M1, son of Asgar Ali, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Flat No. 1, Third Floor, 17/C/2, Picnic Garden Road (39 Bus Stand), P.O. & P.S. Tiljala, Kolkata - 700 039, District South 24 Parganas, West Bengal, both hereinafter jointly called and referred to as the "LANDOWNERS/PRINCIPALS/EXECUTANTS", do hereby jointly and severally nominate, constitute and appoint TIRUPATI CONSTRUCTION IPAN NO. AAGET7817E1, a Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) SANDIP DAS IPAN NO. AFMPD4516R1, son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) SONJOY CHOWDHURY IPAN NO. AFSPC8362A1, son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, hereinafter called as the Power of Attorney Holders, as our true, authorised and lawful Attorneys for us in our names on our behalf and to to exercise, execute and perform all and every / any of the acts, deeds, matters and things.

WHEREAS we are the absolute joint owners of **ALL THAT** piece and parcel of a demarcated plot of Bastu land measuring :

<u>R.S./L.R.</u>	<u>B.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Land Area</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>In Decimals</u>	<u>S = CH = SFT.</u>
983	808	3203 & 3204	Bastu	8.25	05 - 00 - 00

In total plot of Bastu land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, comprised in R.S./L.R. Dag No. 983, under L.R. Khatian No. 376 corresponding to L.R. Khatian Nos. 3203 & 3204, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal, morefully described in the Schedule hereinafter written, hereinafter called as the "Said Premises".

Contd.....3

AND WHEREAS we, the Landowners/Principals herein jointly entered into a Registered Development Agreement in respect of the aforesaid plot of land and morefully described in the Schedule hereinafter written, owned by us with the said **TIRUPATI CONSTRUCTION [PAN NO. AAGFT7817E]**, a Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyagra, P.O. Jyagra, P.S. Baguati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SANDIP DAS [PAN NO. AFMPD4516R]**, son of Chakrapani Das, residing at Ashish Apartment, G/G-8, Jyagra, P.O. Jyagra, P.S. Baguati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) **SONJOY CHOWDHURY [PAN NO. AFSPC8362A]**, son of Nirmal Chowdhury, residing at FB-2/4, Vidyasagar Pally, P.O. Jyagra, P.S. Baguati, Kolkata - 700 059, District North 24 Parganas, West Bengal. The said Development Agreement was registered on 22-09-2017 in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, being Deed No. L-1523097 for the year 2017.

AND WHEREAS referencing the above Registered Development Agreement, and for smooth development work, we, the Principals/Landowners herein appointing the SAID ATTORNEY HOLDERS as our true authorised and lawful attorneys for our names and on our behalf to do exercise and perform all and every or any of the deeds, matters and things as mentioned hereinafter.

1. To appear and represent before the authorities of concerned Panchayet Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building's and do all the needful as per the terms and conditions mentioned in the aforesaid Registered Development Agreement for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
2. To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Attorneys may think fit and proper.

3. To manage and maintain the said premises including the building/s to be constructed thereon.
4. To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of our said premises before the concerned authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
5. To pay all Panchayet and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
6. To enter in to any Agreement for Sale, Memorandum of Understanding, Deed of Conveyance and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the said new building/s in favour of the intending purchaser/s in terms of the said Registered Development Agreement. To take finance/loan in their names or in the names of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose on our behalf. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instruments and documents in respect of sale of flats/s, shop/s, units and / or car parking spaces in the said new building/s in favour of the intending purchaser/s relating to Developer's Allocation as per said Registered Development Agreement. To sign and execute deed of amalgamation with neighbour's plot of land of the schedule property.
7. To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as our lawful representatives.
8. To do all the needful according to the condition mentioned in the said Registered Development Agreement regarding negotiation, agreement / contract for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

Contd. 5

9. To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in the aforesaid Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
10. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
11. To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
12. That our Attorneys will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers according to the condition mentioned in the aforesaid Registered Development Agreement on behalf of us.
13. For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the said Registered Development Agreement.
14. The Attorneys will do the aforesaid acts, deeds and things regarding development of the aforesaid land mentioned in the schedule of the said Registered Development Agreement.

For all or any of the purposes arising out of the said Registered Development Agreement and hereinbefore stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises and to sign, execute and submit papers and documents relating thereto.

Contd.....6

AND GENERALLY to act as our Attorneys in relation to all matters touching our said property and on our behalf to do all instruments, acts, natures, deeds and things as full and effectually as we could do and personally present.

AND we hereby ratify and confirm and agree or undertake the act whatsoever our said Attorneys appointed under this Power shall lawfully do and causes to be done in the right of or by virtue of these presents including such confirmation and other works till the completion of the whole deal/ transaction as per the said Registered Development Agreement.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring :

R.S./L.R.	R.S. Khatian	L.R. Khatian	Nature of	Land Area	Land Area
Dag No.	No.	No.	Land	(In Decimal)	K : CH : SFT.
983	808	3203 & 3204	Bastu	8.25	03 : 00 : 00

In total plot of Bastu land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, comprised in R.S./L.R. Dag No. 983, under L.R. Khatian No. 376 corresponding to L.R. Khatian Nos. 3203 & 3204, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal. The plot of land is butted and bounded as follows :-

ON THE NORTH : 21 ft. Wide Metal Road.
 ON THE SOUTH : R.S. Dag No. 984.
 ON THE EAST : Common Passage.
 ON THE WEST : Part of R.S. Dag No. 983.

Contd.....7

7

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the 22nd day of September, 2017 (Two Thousand Seventeen) in presence of witnesses.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. Alauddin Khan
Vill + P.O. Salagram.
P.S. Nakashi para.
Dist - Nadua - 741154

Bikram Gayen
Bikram Gayen

2. Subhankar Samui
Vill - Basantabati, P.O. Chudanga
P.S. - Arambagh, Dist - Hogghly
Pin - 712617

Salim Mortuja
Landowners/Principals

Sandip Das
Sandip Das

Drafted By:

Pinaki Chattopadhyay
For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph. : 2370 8471.

Composed By:

Gopa Dasgupta
Gopa Dasgupta,
Teghoria Main Road,
Kolkata - 700 157.

Sonjoy Chowdhury
Sonjoy Chowdhury
Partners of
Tirupati Construction
Attorneys

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Prakash Kumar Singh</i>	L.H.					
	R.H.					

ATTESTED :- *Prakash Kumar Singh*

 <i>Salim Murtaza</i>	L.H.					
	R.H.					

ATTESTED :- *Salim Murtaza*

 <i>Sandeep Singh</i>	L.H.					
	R.H.					

ATTESTED :- *Sandeep Singh*

 <i>Sajay Chaudhary</i>	L.H.					
	R.H.					

ATTESTED :- *Sajay Chaudhary*

PERMANENT ACCOUNT NUMBER
AFMPD4516R



NAME
SANDIP DAS

NAME OF FATHER'S NAME
CHAKRAPANI DAS

DATE OF BIRTH
11-09-1977

PERSON'S SIGNATURE

Sandip Das

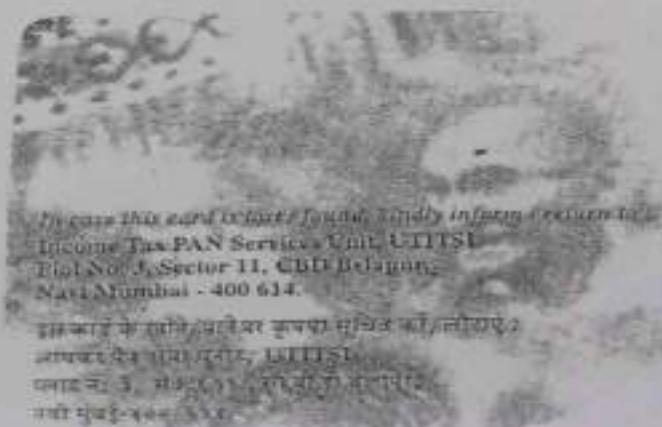
Shahin

SHAHIN (JUNIOR) IAS
COMMISSIONER OF INCOME TAX, CO-1, KOLKATA

Sandip Das



Sanjay Chowdhury.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SALIM MORTUJA
ASGAR ALI
10/04/1984
Permanent Address: Navi Mumbai
BAYPM1117M
Salim Mortuja
Signature




Salim Mortuja

In case this Card is lost / found, kindly inform / return to:
Income Tax FAN Services Unit, UTITSL
 Plot No. 3, Sector 11, CHD Belapur,
 Navi Mumbai - 400 614.

यदि कार्ड खोया/प्राप्त हो, कृपया सूचित करें/वापस करें:-
आयकर फैन सर्विस यूनिट - UTITSL
 प्लॉट नं. 3, सेक्टर 11, सी.एच.डी. बेलपुर,
 नवी मुंबई-400 614.



Birjam Gayen

Major Information of the Deed

Deed No :	Major Information of the Deed		
Query No / Year	I-1523-09732/2017	Date of Registration	22/09/2017
Query Date	1523-1000329601/2017	Office where deed is registered	
Applicant Name, Address & Other Details	22/09/2017 1:32:08 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Transaction	P CHATTOPADHYAY TEGHARIA, Thana : Bagulati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9830081809, Status : Advocate		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	Additional Transaction		
Set Forth value	[4305] Other than immovable Property, Declaration [No of Declaration : 2]		
Rs. 1/-	Market Value		
Stamp duty Paid(SD)	Rs. 41,24,996/-		
Rs. 100/- (Article 48(g))	Registration Fee Paid		
Remarks	Rs. 21/- (Article E, E)		
	Development Power of Attorney after Registered Development Agreement of [Deed No/Year] - 152309700/2017		

Land Details :

District: North 24-Parganas, P S - Rajarhat, Gram Panchayat: PATHARGHATA, Mouze: Chakpanchora

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-983	LR-376	Baslu	Shali	8.25 Dec	1/-	41,24,996/-	Width of Approach Road: 21 Ft. Adjacent to Metal Road.
Grand Total :					8.25Dec	1/-	41,24,996/-	

Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Mr BIKRAM GAYEN Son of Late JOGENDA NATH GAYEN Executed by: Self, Date of Execution: 22/09/2017 Admitted by: Self, Date of Admission: 22/09/2017, Place: Office	Photo 	Fingerprint 	Signature 
	HATGACHA, P.O - HATGACHA, P.S - Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN - 700156 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. - AXLP679288, Status: Individual, Executed by: Self, Date of Execution: 22/09/2017, Admitted by: Self, Date of Admission: 22/09/2017, Place: Office			
2	Name SELIM MURTOJA Son of Mr. ASGAR ALI Executed by: Self, Date of Execution: 22/09/2017 Admitted by: Self, Date of Admission: 22/09/2017, Place: Office	Photo 	Fingerprint 	Signature 

22/09/2017 Query No - 15231000329601 / 2017 Deed No - 152309732 / 2017. Document is digitally signed.

17/C/2 PICNIC GARDEN D, P.O.- TILJALA, P.S.- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No - 8AYPM1117M, Status: Individual, Executed by: Self, Date of Execution: 22/09/2017
Admitted by: Self, Date of Admission: 22/09/2017, Place: Office

Attorney Details

Sl No	Name,Address,Photo,Finger print and Signature
1	TIRUPATI CONTSTRUCTION G/G 8 JYANGRA, P.O.- JYANGRA, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 PAN No - AAGFT7817E, Status: Organization, Executed by: Representative

Representative Details :

Representative Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SANDIP DAS (Presentant) Son of Date of Execution : 22/09/2017, . Admitted by Self, Date of Admission: 22/09/2017, . Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	G/G 8 JYANGRA, P.O.- JYANGRA, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of TIRUPATI CONTSTRUCTION (as PARTNER)			
2	Name Mr SANJOY CHOWDHURY Son of Date of Execution : 22/09/2017, . Admitted by Self, Date of Admission: 22/09/2017, . Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	FB-24 VIDYASAGAR PALLY, P.O.- JYANGRA, P.S.- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of TIRUPATI CONTSTRUCTION (as PARTNER)			

Identifier Details :

Name & address
Mr K DAS Son of Late: H DAS PO-7 ARJUNPUR, P.O.- ARJUNPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr BIKRAM GAYEN, SELIM MURTUJA, Mr SANDIP DAS, Mr SANJOY CHOWDHURY
22/09/2017

Transfer of property for L1

Sr. No.	From	To, with area (Name-Area)
1	Mr BIKRAM GAYEN	TIRUPATI CONTSTRUCTION-4 125 Dec
2	SELIM MURTUJA	TIRUPATI CONTSTRUCTION-4 125 Dec

Land Details as per Land Record

District North 24-Parganas, P.S. - Rajarhat, Gram Panchayat: PATHARHATA, Mouza Chakpachuna

Details Of Land		
Sch No	Plot & Khatian Number	
L1	LR Plot No - 983 (Corresponding RS Plot No - 983); LR Khatian No - 376	Owner বিক্রম গগৈ , Guardian সীতা গগৈ , Address ১২৫, Classification ১২৫, Area 0.01000000 Acre.

Endorsement For Deed Number : 1 - 152309732 / 2017

On 22-09-2017

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 (9) of Indian Stamp Act, 1899

Presentation (Under Section 52 & Rule 22A(3) 48(1), W.B. Registration Rules, 1962)

Presented for registration at 12.57 hrs. on 22-09-2017, at the Office of the A.D.S.R. RAJARHAT by Mr SANDIP DAS.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41,24,996/-

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

Execution is admitted on 22-09-2017 by 1. Mr BIKRAM GAYEN, Son of Late JOGENDA NATH GAYEN, HATGACHA, P.O. HATGACHA, Thana: Kolkata Leather Camp, South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Business; 2. SELIM MURTUJA, Son of Mr ASGAR ALI, 17/C/2 PICNIC GARDEN D, P.O. TIJALA, Thana: Tijala, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Muslim, by Profession Business

Indetified by Mr K DAS, Son of Late H DAS, PO-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-09-2017 by Mr SANDIP DAS, PARTNER, TIRUPATI CONTSTRUCTION, G/O S JYANGRA, P.O. - JYANGRA, P.S. - Baguiati, District -North 24-Parganas, West Bengal, India, PIN - 700059

Indetified by Mr K DAS, Son of Late H DAS, PO-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 22-09-2017 by Mr SANJOY CHOWDHURY, PARTNER, TIRUPATI CONTSTRUCTION, G/O S JYANGRA, P.O. - JYANGRA, P.S. - Baguiati, District -North 24-Parganas, West Bengal, India, PIN - 700059

Indetified by Mr K DAS, Son of Late H DAS, PO-7, ARJUNPUR, P.O. ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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/-

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2017, Page from 290151 to 290168
being No 152309732 for the year 2017.



Digitally signed by DEBASISH DHAR
Date: 2017.10.17 12:37:44 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 17-10-2017 12:37:34
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2017

**DEVELOPMENT POWER OF
ATTORNEY AFTER REGISTERED
DEVELOPMENT AGREEMENT**

BETWEEN

Bikram Gayen

Salim Mortuja

Landowners/Principals

Tirupati Construction

Attorney

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157