

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

N 042301

31/10 Q 9539/13 P/A

Certified that the document is admitted to registration. The signature sheet/s and the endorsment sheets attached with this document are the part of this document

> District Sub-Registrar-I Alipore South 24 Parganas

> > 3 1 OCT 2013

## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, S.J.S. ASSOCIATES, a partnership firm registered under the Indian Partnership Act, 1932, having its office at No. 41, Sarat Bose Road, P.S. Bhowanipore, Kolkata 700 020, represented by all its three partners (1) Jitendra V. Shah son of Late Vrajlal L. Shah, (2) Samir J. Shah son of Shri Jitendra V. Shah and (3) (Smt.) Tarana J. Shah wife of Shri Jitendra V. Shah (hereinafter referred to as "the PRINCIPAL") SEND GREETINGS:

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Rs. DOJKolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1
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Kiran Kman Kahlul (KIRAN KHMAR KANTILAL) SID KANTILAL KAKKAD 29 Ganer Ch. Avenue Kolkerta 7000131

Business

District Sub-Registrat-I Alipore, South 24 Parganas

31 OCT 2013

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WHERAS the Principal hereto is the full and absolute owner of All Those Firstly municipal premises No. 61, Deshpran Sasmal Road, Police Station Charu Market, Kolkata-700033 under Ward No.89 of the Kolkata Municipal Corporation, District South 24 Parganas, measuring 12 Cottahs 04 Chittacks more or less together with the sheds and structures thereat (hereinafter referred to as "the 61 Property") and Secondly municipal premises No.63, Deshpran Sasmal Road, Police Station Charu Market, Kolkata-700033 under Ward No.89 of the Kolkata Municipal Corporation, District South 24 Parganas, measuring 10 Cottahs more or less together with the sheds and structures thereat (hereinafter referred to as "the 63 Property"). The said 61 Property and 63 Property are hereinafter jointly referred to as "the said Property".

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AND WHEREAS by an Agreement dated 31st Dct. 2013 made between the Principal herein as owner therein and PDM EXIM, a sole proprietorship concern of Punit Popat son of Pravin K Popat, having its office at 28 Chittaranjan Avenue, Kolkata-700012 as developer therein (and hereinafter also referred to as "the Developer") and registered with the Distric Sub Register Alipur Kolkata in Book I, Being No. 4395 for the year 2013 (hereinafter referred to as "the Development Agreement"), the Principal has appointed the Developer to develop the said Property into a building complex (hereinafter referred to as "the Project") and the commercial exploitation of the Developer's Allocation in the Project as defined and described therein on the terms and conditions therein contained.

AND WHEREAS as so agreed under the Development Agreement, the Principal is executing this Power of Attorney in favour of the sole proprietor of the Developer, namely Punit Popat son of Shri Pravin K. Popat of 28, Chittaranjan Avenue, Kolkata-700012 for the purposes concerning the said Property as hereinafter contained:

NOW KNOW YE BY THESE PRESENTS, We, the Principal, abovenamed S.J.S. ASSOCIATES do hereby nominate constitute and appoint the said PUNIT POPAT as our true and lawful attorney to do execute exercise and perform all or any of the following acts deeds and things concerning the said Project, i.e. to say:-

- To have the soil of the said Property tested, to appoint and depute architects, engineers etc. for preparation of plan for construction of new building at the said Property.
- To take all the permissions, approvals, sanctions for amalgamation of the said Property and to amalgamate the same in the records of the Kolkata Municipal Corporation.

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- 3. To appear before the Kolkata Municipal Corporation and/or any other concerned authority for having the name of the Principal mutated in their records.
- 4. To obtain necessary permissions approvals and sanctions from the concerned authorities in connection with the sanction of plan for construction of the said Project, obtaining Lift License, permission for installation of generator, for obtaining sewerage connection, water supply, electricity supply and/or for modification and changes of the plan and for obtaining the completion and occupancy certificates and to appear before, pursue and follow up the matter with the Kolkata Municipal Corporation, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act 1983, Pollution and Environment Control Authorities, Directorate of Electricity, Airport Authority of India and other concerned authorities.
- 5. To apply for quota and to obtain the same relating to cement, bricks, building materials etc. from any person whomsoever for the construction of new building(s) at the said Property.
- 6. To apply for and obtain all utilities and facilities in the new building at the said Property.
- 7. For or all any of the purposes aforesaid to sign execute and deliver all papers, plans, documents, etc. as our said attorney may deem fit and proper.
- 8. To represent us and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority and/or authorities whomsoever in connection with the powers and authorities hereby granted.
- 9. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on our behalf as it could be done on personal representation.
- 10. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, use, occupation and

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enjoyment of the said Property on our behalf as effectually as it could be done personally.

- 11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on our behalf as effectually as it could be done if may be represented physically.
- 12. To advertise in the newspapers for the transfer of residential flats in the Project.
- 13. To sign execute register and deliver for in the name and on behalf of the Principal necessary agreements agreeing to and/or confirming sale of undivided 53% part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Developer's Allocation in the said Project.
- 14. To present for registration with the registering authority the agreement executed by the said attorney in respect of the Developer's Allocation in the said Project by virtue of the powers conferred under clause 13 above and to admit the execution thereof before the registering authority.

AND after delivery of the Owner's Allocation to the Principal in terms of the Development Agreement, the said attorney may sign execute register and deliver for in the name and on behalf of the Principal necessary deed(s) of conveyance, lease, gift or otherwise transfer to convey undivided 53% part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Developer's Allocation in the said Project and may present for registration with the registering authority such deed(s) of conveyance, lease, gift or otherwise transfer executed by the said attorney in respect of the Developer's Allocation in the said Project and to admit the execution thereof before the registering authority.

AND GENERALLY to do exercise, execute and perform all necessary acts, deed or deeds, matters or things for exercising the powers and authorities hereby conferred on the said attorney as fully and effectually as it could have been done personally by the Principal.

AND it is hereby agreed and undertaken that we shall ratify and confirm all and whatsoever our said attorney, under the powers hereinbefore contained, shall lawfully do

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execute or perform in exercise of the powers and authorities hereby conferred upon, under and by virtue of this instrument.

AND it is made clear that while exercising the powers and authorities hereby conferred on the said Attorney, he shall not do any such act, deed or thing which would in any way infringe the rights of the Principal or any of them and/or go against the spirit of the Development Agreement and/or create any financial loss and/or any other liability on the Principal and if it does so, the Developer shall indemnify and keep the Principal fully saved harmless and indemnified in respect thereof.

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

Aut. 31 10 2013

SIGNED, SEALED AND DELIVERED

By the **PRINCIPAL** at Kolkata in the Presence of:

WITNESSES:

WIINESSES:

1. Carhitcher J.

4, Government Place (N) 2. Kolkste - 7000DI.

Kiran Kung Kartilul

29 Ganes Ch. Arene Kakuta 7000 13.

**EXECUTED AND ACCEPTED** 

By the ATTORNEY at Kolkata in the

Presence of:

WITNESSES:

1. Kvian Kunar Kantlal

2. Porender yader. Go. Pankey Shoot Ita. 47 Crart Place (N), Wad-1. SJS ASSOCIATES

Justina Sher growtrasher

(TITENDRA V. SHAN)

SJS ASSOCIATES

PARTNER

SJS ASSOCIATES

Javana J Shah PARTNER

> PDM EXIM Whit labol Proprietor

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(ANKIT SHROFF)

High Coup at Gloutta



### **Government Of West Bengal**

#### Office Of the D.S.R. - I SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 04396 of 2013 (Serial No. 05352 of 2013 and Query No. 1601L000009539 of 2013)

#### On 31/10/2013

## 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 31/10/2013

( Under Article : E = 7/- H = 28/- M(b) = 4/- on 31/10/2013 )

## 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.-10,46,30,468/-

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

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

Presented for registration at 13.06 hrs on :31/10/2013, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Punit Popat , Claimant.

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

Execution is admitted on 31/10/2013 by

- Partner, S J S Associates, 41, Sarat Bose Road, Pan No A B P F S 5066a, Kolkata, Jitendra V Shah Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020. , By Profession : Business
- Partner, S J S Associates, 41, Sarat Bose Road, Pan No A B P F S 5066a, Kolkata, 2. Samir J Shah Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700020. , By Profession : Business
- Partner, S J S Associates, 41 Sarat Bose Road, Pan No A B P F S 5066a, Kolkata, Tarana J Shah Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020. , By Profession : Business
- 4. Punit Popat Proprietor, P D M Exim, 28, Chittaranjan Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin:-700012. , By Profession : Business

( Kalidas Mandal )

DISTRICT SUB-REGISTRAR-I

EndorsementPage 1 of 2

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