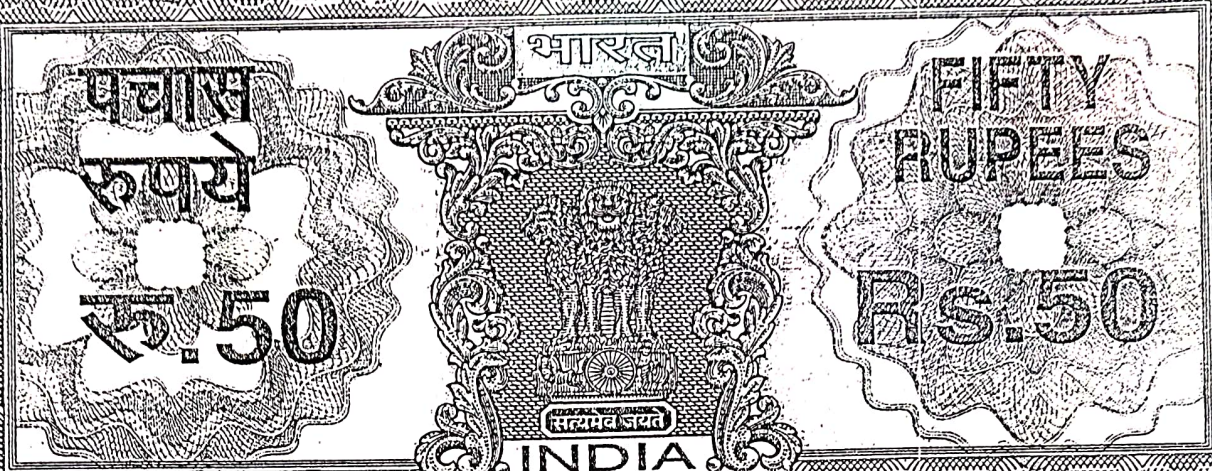


00975/15

IV

00597/15

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

R 409629

Additional Registrar
of Assurances - III
KolkataAdditional Registrar of Assurances - III
Kolkata

3 FEB 2015

Additional Registrar of Assurances - III
KolkataDEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS We, (1) SRI SWAPAN KUMAR SEN, (PAN No. BHQPS5296G), son of Late Nalini Ranjan Sen, aged about 65 years, by faith - Hindu, by occupation - Service, by Nationality - Indian, and residing at 16, Convent Road, P.S. - Entally, Kolkata - 700014, (2) SRI SANJIV SEN, (PAN No. BFJPS1004P), son of Late Nalini Ranjan Sen, aged about 55 years, by faith - Hindu, by occupation - Service, by Nationality - Indian, and residing at 16, Convent Road, P.S. - Entally, Kolkata - 700014 and (3) SMT SMITA GHOSH, wife of Late Pranab Ghose and daughter of Late Nalini Ranjan Sen, aged about 68 years, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 42/138, New Ballygunge, P.S. - Kasba, Kolkata - 700039, hereinafter referred to as OWNERS/ PRINCIPALS do hereby SEND GREETINGS;

WHEREAS we, the Executants herein, are the joint owners of ALL THAT vacant land admeasuring 6 Cottahs 8 Chittacks 00 sq.ft. being equivalent to 4680 sq.ft. (four thousand six hundred and eighty square feet) being Lot of No.16, Convent Road, P.S. Entally, Kolkata - 700014 and We have been possessing and enjoying the said property free from all encumbrances whatsoever and We have absolute right title and interest over said property, which has been morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS We have become desirous of developing our said property by constructing thereupon a multi-storied building in accordance with the Building Plan to be Sanctioned by the Kolkata Municipal Corporation but owing to paucity of requisite fund, We are unable to start the construction of the said proposed building and in search of a Developer, who can undertake the responsibility of construction of such building upon the land of the said premises at his own arrangement and expenses.

AND WHEREAS having coming to know our intention, ORBIT INITIATIVE a partnership firm having its office at 46, Khelat Babu Lane, P.S. - Tala, Kolkata - 700 037 duly represented by its partners (1) SRI BASUDEB PAUL, son of Late Subal Chandra Paul, residing at A-36, Netaji Samabay Abasan, Narayantala (West), Kolkata - 700101 and (2) SRI SANTANU GHOSH, son of Late Sailendra Nath Ghosh, residing at 46, Khelat Babu Lane, P.S. - Tala, Kolkata - 700 037, made contact with us and requested us to allow them to develop the said premises, as desired by us by constructing the proposed building in accordance with the Sanction Building Plan, at its own arrangement and expenses.

AND WHEREAS We have agreed with the proposal of the Developer herein and allowed the Developer to develop the said premises under certain terms, conditions and stipulations, mutually agreed by and between ourselves and the Developer and the said terms, conditions and stipulations have been duly mentioned in a separate 'Development Agreement', dated 3rd day of ^{February,} January, 2015, recorded in Book No. I, being No. 873 of 2015 registered in the office of the ARA-I, Kolkata.

AND WHEREAS the said 'Development Agreement', entered between ourselves and the Developer ORBIT INITIATIVE and by such Development Agreement, the said Developer has already been appointed for construction of the new

building upon the land of the said premises on the basis of the Building Plan to be Sanctioned from Kolkata Municipal Corporation .

AND WHEREAS as per the above mentioned Development Agreement between ourselves and the Developer herein, We being Executants and Landlords do hereby nominate, constitute ORBIT INITIATIVE a partnership firm having its office at 46, Khelat Babu Lane, P.S. - Tala, Kolkata - 700 037 duly represented by its partners (1) SRI BASUDEB PAUL, son of Late Subal Chandra Paul, residing at A-36, Netaji Samabay Abasan, Narayantala (West), Kolkata - 700101 and (2) SRI SANTANU GHOSH, son of Late Sailendra Nath Ghosh, residing at 46, Khelat Babu Lane, P.S. - Tala, Kolkata - 700 037 TO BE OUR TRUE AND LAWFUL ATTORNEY to act on our behalf and in our names and on our behalf to do all or only of the following acts, deeds, matters and things which are under :-

- 1) To negotiate on terms for sale of the Developer's allocated portion of the building being Flat, Car Parking Space, semi commercial and Commercial Space to be constructed at first schedule mentioned premises and to enter into any Agreement/ Agreements for Sale of the flats, shops semi commercial and commercial spaces and Car Parking spaces and other constructed area within the developer allocation of the said building.
- 2) For delivery of possession of the developer's allocated portion in habitable condition in terms of the Development Agreement, to receive consideration and execute any Deed of Conveyance in respect of the Developer's Allocation and undivided proportionate share and interest in the land comprised in the said premises proportionate to Flats, Car Parking Spaces and commercial spaces to be constructed in the Developer's portion in favour of the prospective Purchaser/ Purchasers.
- 3) Upon delivery of possession of developer's allocated portion in habitable condition in terms of the Agreement and execute sign and present any such Deed or Deeds of Conveyance for registration of the Developer's allocated portion of the said building including flat, commercial space, parking space to be constructed and to admit their respective execution and acknowledge receipt of consideration thereof before the A.R.A- I, Kolkata; A.D.S.R. Sealdah, 24-Parganas (South); D.S.R. -III, at Alipore having authority for and to have the said Deed or Deeds of Conveyance

registered in accordance with the provision of Registration Act and to do all acts, deeds and things which our said Attorneys shall consider necessary for the aforesaid Flats/Shops/ Car Parking Space/ other space with proportionate share in the land to the prospective purchaser/ purchasers fully and effectually in all respect as we could do the same.

- 4) To execute, affirm, and sign all other declaration papers, documents and/or instruments to be filed before any lawful authority as may be required.
- 5) To deliver possession of the developer allocated portion of the Flats/ Shops/ Car Parking spaces and other spaces to the intending Purchaser/ Purchasers according to his own will and discretion.
- 6) To put and/or affix signboard in the said premises and publish notification in the newspaper for inviting application for booking of Flats, Car Parking Space, Shop etc. of the Developer's allocation portion.
- 7) To appoint from time to time Architect/ Architects and other required consultants, contractors and other personnel and workmen for carrying out the development of the property, as described in **FIRST SCHEDULE** and also consideration money, salaries and/or wages.
- 8) To enter into the said premises with Contractor, Architects and other workmen for construction of the said building and to do all necessary works in connection with the said premises and buildings.
- 9) To enter into Agreement for Sale for transfer of the Developer's allocation mentioned in the said Agreement with the person or persons under any terms and conditions and receive advance/ earnest money by granting receipt therefore.
- 10) To receive advance money, consideration money, sale proceeds and/or any money in connection with the construction agreement from the prospective buyers and/or person or persons in respect of the Developer's allocation in the proposed building and to grant proper and effectual receipt therefore.

- 11) To negotiate and settle terms with the intending buyers/ transferees for sale as per the Development Agreement in the proposed building of the Developer's portion.
- 12) In any event the said attorney shall not incur any financial liability on account of or in the name of the principal executant.
- 13) To sign all papers, application, documents of the intending purchasers of the flats, commercial spaces and Car Parking space for obtaining loan for the same from their respective offices or from any financial institutions.
- 14) To enter into the said premises for construction of the new building and to sign on modified or altered plan, if necessary and to pay necessary fees and also to obtain permission from all other authorities required to be obtained for the same.
- 15) To approach all the concerned authorities under the Urban Land (Ceiling & Regulation) Act 1976 for the purpose of obtaining exemption Under Section 20 of the said Act.
- 16) To sign, execute, register and submit all papers, applications, documents, statements, plans, drawings, designs, revised plans, modified plans and other papers as be required for having the plans sanctioned and to have the same sanctioned, modified, revised and /or altered by the Kolkata Municipal Corporation and to submit such plan before Kolkata Municipal Corporation for obtaining sanction of the same from the office of the Kolkata Municipal Corporation and/or other authorities and in connection therewith to make, sign, execute and submit necessary applications and declarations give undertakings pay fees, obtain sanction and such after permission as may be necessary for the purpose.
- 17) To appear and represent us before the Notary public, A.R.A- I, Kolkata; A.D.S.R. Sealdah, 24-Parganas (South); D.S.R. -III, at Alipore and all other office and offices and authority and authorities in connection with the registration of the aforesaid document and enforcement of all power and authorities as contained herein.

- 18) To apply for obtaining electricity, water, telephone, drainage, connection (permanent or temporary) and arrange for lying underground cables, drinking water lines, sewerages and drainage connections to the said premises from the Kolkata Municipal Corporation and/or other statutory authorities.
- 19) To appear for and represent me in the Courts of Civil, Criminal, Urban Land Ceiling Authority etc. and to sign, verify, the complaints, written statements, applications, petitions, affidavits, undertakings, declarations and all other documents/ papers and to appoint Advocates and legal practitioners and to sign and to execute Vakalatnama and to execute and order, decree or judgment and to deposit or withdraw money or documents and in any Court or other Authority/ Authorities in which I am interested or concerned in connection with the said premises and/or building.
- 20) To approach, the Kolkata Municipal Corporation, Fire Brigade Deptt. and other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/ or permission and/or sanction in regard to the carrying out of the construction of the said building and completion thereof and for obtaining occupation and completion certificate and connection with the running and establishing units thereof.
- 21) To settle, compromise all actions, suits, accounts, claims and to dispute between me and any other person or persons in connection of the said FIRST SCHEDULE mentioned property and generally to execute and perform all other lawful acts, matters and things as may SAID ATTORNEY shall consider necessary in connection with the said premises and I hereby agree that all acts, deeds and things in respect of the said premises done by the said Attorney shall be construed as acts, deeds etc. deemed to be done by me and I undertake to ratify and thereafter ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT vacant land admeasuring 6 Cottahs 8 Chittacks 00 sq.ft. being equivalent to 4680 sq.ft. (four thousand six hundred and eighty square feet) being lot of No.16, Convent Road, P.S. Entally, Kolkata - 700014, together with the paths, passages, structure/s standing and/or lying erected thereupon and others thereof and butted and bounded as under:

ON THE NORTH : Premises No. 9 Canal Street.
 ON THE EAST : Canal Street
 ON THE SOUTH : Share of Premises No.16, Convent Road, belonging to the Allottee of Lot A and the Allottee of Lot -B;
 ON THE WEST : Premises No. 15, Convent Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS ALLOCATION)

OWNERS' ALLOCATION : Shall mean 43% of the sanctioned area in the new multi-storied building/s to be constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written AND Rs.5,00,000/- (Rupees Five Lacs) only as refundable amount TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and marked value.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPERS ALLOCATION)

DEVELOPER'S ALLOCATION : Shall mean the remaining 57% area at and under the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHER WITH the undivided proportionate share in all the common parts, portions areas and facilities including location, advantage and market value.

IN WITNESS WHEREOF We, the Executants, sign this Power of Attorney on this 3rd day of February, Two Thousand and Fifteen (2015).

WITNESSES:-

1.

Ayan Ghosh

(AYAN GHOSH)

SON OF :- (LATE) PRANAB GHOSH

42/138, NEW BALLYGUNGE, KOLKATA-39

Singbar Kumar Sen.

Sanjiv Sen.

Umita Ghosh.

SIGNATURE OF THE EXECUTANTS

2.

Smit Sen
Hdout

We accept the power as mentioned above

ORBIT INITIATIVE

Bondit Gd

Partner

ORBIT INITIATIVE

Santanu Ghosh

Partner

SIGNATURE OF THE ATTORNEY

Drafted by me

Smit Sen




Advocate

High Court, Calcutta






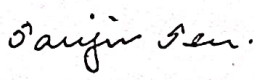


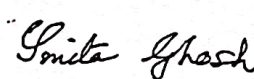


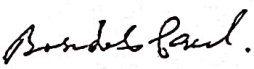
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Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata

Signature / LTI Sheet of Serial No. 00975 / 2015, Deed No. (Book - IV , 00597/2015)
 Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Swapan Kumar Sen 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	 03/02/2015	 LTI 03/02/2015	 3/2/2015

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Swapan Kumar Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	
2	Sanjiv Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	
3	Smita Ghosh Address -42/138, New Ballygunge, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039	Self	 03/02/2015	 LTI 03/02/2015	
4	Basudeb Paul Address -A-36, Netaji Samabay Abasan, Narayantala (W), Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700101	Self	 03/02/2015	 LTI 03/02/2015	




 Additional Registrar of Assurance - III
 Kolkata

- 3 FEB 2015

(Sanatan Maitry)
ADDITIONAL REGISTRAR OF ASSURANCE-III
 Office of the A.R.A. - III KOLKATA

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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 00975 / 2015, Deed No. (Book - IV , 00597/2015)

Signature of the person(s) admitting the Execution at Office.				
Sl No.	Admission of Execution By	Status	Photo	Finger Print
5	Santanu Ghosh Address -46, Khelat Babu Lane, Kolkata, Thana:-Tala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700037	Self		
			03/02/2015	03/02/2015

Santanu Ghosh

Signature of Identifier with Date

Name of Identifier of above Person(s)
 Malay Ray
 100, South Sinthee Road, Kolkata, Thana:-Sinthee, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700030

Malay Ray 3/2/15

(Signature)
 Additional Registrar of Assurance - III
 Kolkata
 3 FEB 2015

(Sanatan Maity)
 ADDITIONAL REGISTRAR OF ASSURANCE-III
 Office of the A.R.A. - III KOLKATA



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 00597 of 2015
(Serial No. 00975 of 2015 and Query No. 1903L000001545 of 2015)

On 03/02/2015

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(d) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 03/02/2015

(Under Article : E = 7/- on 03/02/2015)

Certificate of Market Value (WB PUV rules of 2001)

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

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

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

Presented for registration at 13.50 hrs on :03/02/2015, at the Office of the A.R.A. - III KOLKATA by
Swapan Kumar Sen, one of the Executants.

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

Execution is admitted on 03/02/2015 by

1. Swapan Kumar Sen, son of Lt Nalini Ranjan Sen, 16, Convent Road, Kolkata, Thana:-Entaly,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession :
Service
2. Sanjiv Sen, son of Lt Nalini Ranjan Sen, 16, Convent Road, Kolkata, Thana:-Entaly, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Service
3. Smita Ghosh, wife of Lt Pranab Ghose, 42/138, New Ballygunge, Kolkata, Thana:-Kasba,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession :
House wife
4. Basudeb Paul
Partner, Orbit Initiative, 46, Khelat Babu Lane, Kolkata, Thana:-Tala, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700037.
By Profession : Others

Additional Registrar of Assurance - III
Kolkata

3 FEB 2015

(Sanatan Maitry)
ADDITIONAL REGISTRAR OF ASSURANCE-III
Endorsement Page 1 of 2

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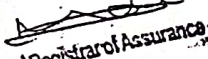


Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 00597 of 2015
(Serial No. 00975 of 2015 and Query No. 1903L000001545 of 2015)

5. Santanu Ghosh
Partner, Orbit Initiative, 46, Khelat Babu Lane, Kolkata, Thana:-Tala, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700037.
, By Profession : Others
Identified By Malay Ray, son of Narayan Ch Ray, 100, South Sinthee Road, Kolkata, Thana:-Sinthee,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700030, By Caste: Hindu, By Profession:
Business.

(Sanatan Maitly)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance - III
Kolkata

- 3 FEB 2015

(Sanatan Maitly)
ADDITIONAL REGISTRAR OF ASSURANCE-III
Endorsement Page 2 of 2

03/02/2015 14:42:00

SPECIMEN FORM FOR TEN FINGERPRINTS



Saroban Kumar Sar.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



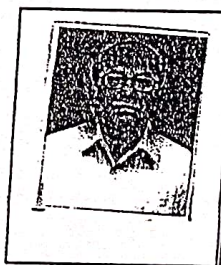
Saugur Sar.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Umida Ghosh

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Samudh Band.

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Santanu Ghosh

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger