STAMP SUPERINTENDENT SOLEATA COLLECTORATE



### SPECIAL POWER OF ATTORNEY

This special power of attorney is executed on the day of <u>leptember</u>
Two thousand Twenty One

#### BY

MR NIREN MUKHERJEE alias NIRENDRANATH MUKHOPADHYAY, son of Late Moni Mukherjee, Overseas Citizen of India, OCI No. A2337843 PAN DBMPM9301L, by faith-Hindu, by occupation-Retired, having German C9J6LM5FN, Passport No. presently residing at DOERNACHERSTRASSE 34, 72124 PLIEZHAUSEN, **GERMANY** hereinafter referred to as the 'PRINCIPAL' In favour of SALMA SULTANA daughter of Sk. Abul Basar Sarkar, Voter ID Card No. UAA1485366, scanned copy is annexed and marked as Annexure-'A', PAN GLHPS6155L, scanned copy is annexed and marked as Annexure-'B'. ADHAR 6650 7162 2335, scanned copy is annexed and marked as Annexure-'C', by faith-Islam, by Nationality Indian, by occupation Self Employed residing at 43C, Bibhuti Bhusan Bandopadhyay Sarani. P.S.-Karaya, Kolkata, Pin Code-700019, West Bengal, India hereinafter referred to as 'THE ATTORNEY'

### NOW TO KNOW ALL MEN BY THESE PRESENTS THAT:-

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I am the co-owner and co-sharer of all that property being 16A, Kavi Bharati Sarani (Lake Road), P.S.-Tollygunge, Kolkata, Pin Code-700029, West Bengal, India more fully mentioned in the Schedule hereunder written (hereinafter referred to as the 'said Property/Premises').

WHEREAS my sister, Santa Chattopadhyay alias Santa Chatterjee and I (the Principal herein), became the joint owners of the premises to 16A, Lake Road which is now known as 16A, Kavi Bharati Sarani, Kolkata.

Signature ...

700029, Police Station-Tollygunge, West Bengal, India. Similarly one Sandhya Banerjee and Biswanath Bhattacharjee became the joint owners of the adjacent premises no. 16B, Kavi Bharati Sarani, Police Station-Tollygunge, Kolkata-700029 (formerly known as 16B, Lake Road, Kolkata-700029), West Bengal, India.

AND WHEREAS on 2nd day of November, 2016 a Deed of Exchange was executed and registered amongst Santa Chattopadhyay alias Santa Chatterjee, Nirendra Nath Mukhopadhyay alias Niren Mukherjee, i.e. (Principal herein), Sandhya myself Banerjee and Biswanath Bhattacharjee in respect of Municipal premises no. 16A and 16B Kavi Bharati Sarani, Kolkata-700029, Police Station - Tollygunge (formerly known as 16A and 16B, Lake Road), West Bengal, India. By virtue of operation of the said Deed of Exchange the aforesaid two premises have been amalgamated into a single premises and has been known and numbered as Municipal premises no. 16A, Kavi Bharati Sarani, Kolkata-700029, West Bengal, India under Assessee no. 110871300290. The said Deed of Exchange was duly executed and registered at the office of the Additional District Sub-Registrar at Alipore and duly recorded therein in Book No. 1. Volume No. 1605-2016, Page from 195732 to 195753, Being no. 160507215 for the year 2016.

AND WHEREAS by virtue of the said Deed of Exchange said Santa Chattopadhyay alias Santa Chatterjee, Nirendra Nath Mukhopadhyay alias Niren Mukherjee, i.e. myself (Principal herein), Sandhya Banerjee and Biswanath Bhattacharjee have become the joint owners of the total land measuring about 4 Cottahs 12 Chittacks 44 Sq.ft. together with the structure erected thereon being Municipal Premises no. 16A, Kavi Bharati Sarani, Kolkata-700029, West Bengal, India. I have undivided 1/4 th share in respect of the above referred property which is morefully described in the schedule hereunder written.

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Signature (NIREN MUKHERJEE)

AND WHEREAS I live in Germany as **OVERSEAS CITIZEN OF INDIA** and as such I am not in a position to look after, manage and/or administer all the affairs in respect of the property as mentioned in the **schedule** hereunder written.

AND WHEREAS, present pandemic situation, my old age and vulnerability to the infection, International travel restriction, Covid related domestic restrictions abroad as aforesaid, I am not in a position to deal with or attend day to day affairs for the development, new construction and all other related work at the said property and or to look after supervise, maintain my undivided share in the said property/premises.

Hence it is felt necessary to appoint an attorney to carry out any /all acts in connection with the construction/Development work, acquisition, sell, lease, transfer, management and disposal of said property/premises in part or in full with other co-owners/ co-sharers on my behalf.

Therefore, I NIREN MUKHERJEE (Principal herein) the above named do hereby nominate, constitute, appoint and retain SALMA SULTANA daughter of Sk. ABUL BASAR SARKAR, PAN GLHPS6155L, ADHAR 6650 7162 2335, by faith-Islam, by Nationality Indian, by occupation Self Employed whose photograph, signature and fingerprints along with mine are attested here as my true, lawful and legal attorney in my name and on my behalf, to do all or any of the following acts, deeds and things namely:-

- 1. To hold, defend, possess, manage and maintain said property/
  premises and to construct the new multistoried building/s upon the
  said premises described in the "Schedule" as per sanction plan with
  BP No. 2020080042, Dated 12.12.2020 sanctioned by Kolkata
  Municipal Corporation (KMC) on behalf of me (Principal herein).
- 2. To sign and execute Development Agreement and/or any Agreement, Contracts etc. in respect of the schedule property/ premises along with other co-sharer / co-owner in favour of

Signature

(NIREN MUKHERJEE)

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KOLKATA

Basar Sarkar, Sk. PAN ALFPS9932B AADHAAR 384125759002, Proprietor of M/s. BASIL ENGINEERS having residence and registered office at 43C, Bibhuti Bhusan Bandopadhyay Sarani, P.S.-Karaya, Kolkata, Pin Code-700019, West Bengal, India, to be registered at Registrar of Assurances-Kolkata, District Sub-Registrar, Additional District Sub-Registrar or any other officer or officers at Alipore, South 24 Parganas, West Bengal, India or before any other Authority having proper jurisdiction and to present for registration and admits execution for the purpose of development and/or, construction of new building as per sanction plan with BP No. 2020080042, Dated 12.12.2020 sanctioned by Kolkata Municipal Corporation (KMC) on my (Principal herein) behalf.

I (PRINCIPAL) do hereby give and grant unto the said attorney full power and absolute authority to give/delegate/issue such Development Power of Attorney to Sk. Abul Basar Sarkar, PAN ALFPS9932B, AADHAAR 384125759002, Son of Late SK Ahmed Sharif Sarkar, having residence at 43C, Bibhuti Bhusan Bandopadhyay Sarani, P.S.-Karaya, Kolkata, Pin Code-700019, West Bengal, India as may be required by the Developer for the Development, construction and completion of new building such as to receive consideration money or moneys, advance money, price whether in advance or full or booking money from time to time or at a time from the intending Purchaser or Purchasers/buyers and their financial institutions, banks etc in respect of the sale and transfer of Developer's Allocation's Flats/units/areas/Spaces only etc with proportionate share of land thereof in the said proposed building in the **Development** Agreement to be hereinabove along with all or some of the powers contained in this Power of Attorney to be signed/executed/appeared/represented and

KOLKATA

Signature

registered before Registrar of Assurances - Kolkata, District Sub-Registrar, Additional District Sub-Registrar or any other officer or officers at Alipore, South 24 Parganas, West Bengal, India or before any other Authority having proper jurisdiction and to present for registration and admits execution.

- 4. To erect and dismantle boundary walls in and around of the said property/premises for construction and protection.
- 5. To sign, present, appear and apply for and to obtain sanction of the building Plan/s, structural plans, layout, revised plan, C.C., regularized completion Plan etc whatever required for construction of said building on the said property/premises from the Kolkata Municipal Corporation and/or any other Department, Building Department, Water, C.E.S.C., Drainage Department, Pollution Control Board, Kolkata Police etc and other appropriate departments of State Government or local authorities and any other Department of Central Government and to sign and execute any such papers correspondences, documents, instruments, pay fees, duties, charges and collects/accept papers, documents, receipts on behalf of me (Principal herein) as a co-owner that may be required in this regard.
- 6. To sign and submit all applications, maps, other plans, structural plan, drainage plan, revised plans, specification with proper fees for proposed building and obtain the same thereof upon sanction in respect of any new plan and/ or any modification or alterations thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any plan papers and documents and collects/accept papers, documents, receipts on behalf of me (Principal herein) as a co-owner and perform all the formalities and obligations as may be required or necessary from time to time.

Signature/

(NIREN MUKHERJEE)



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- 7. To pay fees to obtain sanction and other records permission and/ or consents from the necessary authorities as shall be necessary or required for modification, alteration and/or sanction of the plan and/ or any utility serving and/ or concerning the said property/ premises and also to sign other documents and collects/accept papers, documents, receipts on behalf of me (Principal herein) as a co-owner as may be required by the authorities from time to time.
- 8. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorneys shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and their agent or agents and/or sub-contractors, for and on my (Principal herein) behalf as a co-owner.
- 9. To make, look after, supervise the management and demolition of old structure, construction of the proposed buildings and/ or structure according to sanction plan with BP No. 2020080042, Dated 12.12.2020 sanctioned by Kolkata Municipal Corporation (KMC) in respect of the said property/premises as mentioned in the "Schedule" hereunder and to that effect to get signed, pursue and collect on my (Principal herein) behalf as a co-owner all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
- 10. To appear and represent us before the Kolkata Municipal Corporation, law departments, building Tribunal and other authorities concerned regarding any notice received or served on the co-owners in respect of the said property/premises and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to

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Signature ....

appear and make representation for and on my (**Principal** herein) behalf as a **co-owner** before the authorities concerned.

- 11. To appear and represent us before all departments of the Kolkata Municipal Corporation (K.M.C.), Kolkata Metropolitan Development Authority, Survey, Fire brigade (Services) Dept. West Bengal, Borough Office, B.L. & L.R.O, Kolkata Police, K.I.T, U.L.C. C.E.S.C, Pollution Control Board and any local authority to get consent, approval, NOC, sanction etc in connection with the construction in said property /premises and to sign and execute all the papers and documents wherever necessary on behalf of me (Principal herein) as a co-owner.
- 12. To apply for and to obtain necessary clearances, permissions and consents required in connection with the construction/management of said property/premises on behalf of me (Principal herein) as a co-owner.
- 13. To appear and represent on my (Principal herein) behalf as a coowner before the Competent Authority in connection with the Land Ceiling clearance (Urban Land Ceiling) fishery, P.M.U. Dept. if required in respect of the said property /premises and to sign and execute all the deeds, forms, papers and documents in this regards.
- 14. To sign and execute all the forms, papers and documents for obtaining no objection, record, mutation, assessment from the Kolkata Municipal Corporation, KMDA, ULC, Survey KIT, Fire Brigade, Pollution Control Board and other authorities and to pay fees therein in respect of the said Property/Premises in my (Principal herein) name as a co-owner.
- 15. To negotiate with the all disputes during Construction, Development and to sign all negotiations, agreements, papers and any documents for and on my (**Principal** herein) behalf as a **co-owner**.

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Signature.

- 16. To present, sign and execute all deeds, declarations, papers and documents relating to amalgamation, mutation, land area correction and tax assessment, G.R. of the said premises if required after ratification of all formalities before the Kolkata Municipal Corporation, B. L. & L.R.O. and in their record and in the record of other authorities, if required on my (Principal herein) behalf as a coowner.
- Notary Public, Registrar of Assurances-Kolkata, District Sub-Registrar, Additional District Sub-Registrar or any other officer or officers at Alipore, South 24 Parganas, West Bengal, India or before any other Authority having proper jurisdiction and to present for registration and admits execution of all Sale Agreements, Indenture/Deeds, Conveyances, Declarations, Affidavits, other Agreements, Contracts, Lease, Documents and Instruments executed and signed by the said Attorneys in any manner concerning the said premises or any part or portion thereof and in respect of Developer's Allocations Flats/ units/ spaces only with undivided proportionate share of land and admit execution thereof save and reserving the Owner's/ Principal's Allocation on behalf of me (Principal herein) along with other co-owner of the said property/premises.
- 18. To enter into all agreement for sale, deed of conveyance, transfer or otherwise in respect of the **Developer's Allocation** only in the said new building together with undivided proportionate share of the land of the said property/premises along with other co-owner.
- 19. To sign and execute any other necessary Deed, documents, Declaration, Indenture, Agreements for Sale, Deed of Conveyances or Deed of Sale in respect of the sale, transfer, assignment of the Developer's Allocation's Flats/units/spaces etc only in the said

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Signature

proposed new building with undivided proportionate share of the land of the said property/premises and to present the same for registration before any Registering Authority as stated herein and to admit the executions thereof on behalf of me (Principal herein) along with other co-owner.

- 20. To deliver complete/ unfinished khas and vacant peaceful possession of the Developer's Allocations Flats/units/spaces only of the Development Agreement to be signed to the intending/nominated Purchaser/Purchasers, buyer/buyers, representatives etc saving and reserving Principal/s or co-owner's Allocation as par the Development Agreement to be signed as hereinabove in the said proposed new building safe, unless allowed and consented by me (Principal herein) to exchange our part.
- 21. To sign and execute **Deed** of **Partition** and/or, **Separation** for each individual **co-owner's** allocation including mine (**Principal** herein) after getting possession in the **New Building** at the said **property/premises** as per the **Development Agreement** to be signed as hereinabove to be registered at **Registrar of Assurances-Kolkata**, **District Sub-Registrar**, **Additional District Sub-Registrar or any other officer or officers at Alipore**, **South 24 Parganas**, **West Bengal**, **India** or before any other Authority having proper jurisdiction and to present for registration and admits execution.
- 22. To charge by way of equitable mortgage in respect of the **Developer's**Allocation only as described of the **Development Agreement** to be signed as hereinabove in the said proposed **New Building** with any bank, post offices, financial institution or persons to take loan etc and to make the **PRINCIPALS** herein free from all encumbrances and liabilities whatsoever in respect of **Developer's Allocation**.



Signature

- 23. To sign execute and submit all declarations statements applications and affirm affidavits, if permissible in law, only in respect of the development of the said property/premises as may be necessary or required from time to time on behalf of me (Principal herein) along with other co-owner.
- 24. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments for the instant project and others as occasion shall require on behalf of me (**Principal** herein) along with other **co-owner** of the **said property/premises**.
- 25. To sign affirm and verify plaint, objections, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper relating to the development of the said property/premises only or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said property/premises or any part thereof on behalf of me (Principal herein) along with other co-owner of the said property/premises.
- 26. To apply for and obtain all clearances, certificate(s) and/or no objection/s required from the concerned authority for perfecting the title/construction etc. on behalf of me (Principal herein) along with other co-owner of the said property/premises.
- 27. To sign forms documents and papers required for the purpose of registration with Co-operative Housing Society or Limited Company or Association of Apartment Owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and or other documents and deposit the same with Bank on behalf of me (Principal herein) along with other co-owner of the said property/premises.



Signature

- 28. To pay or allow all taxes, rents, charges, dues, expenses and all other payments and outgoing whatsoever due and payable or which may become due and payable by me in any account in connection with the any of the premises/immovable property and/or any part thereof on behalf of me (Principal herein) along with other co-owner of the said property/premises.
- 29. To exercise all powers, discharge rights, duties, functions, privileges, benefits and to do other acts of any nature whatsoever which I (**Principal** herein) may be or become empowered or required to exercise or to do in respect of any of my premises/immovable properties or any part thereof herein mentioned or otherwise howsoever.
- 30. To commence and prosecute any action, suit or other proceedings of law against any person or persons in respect of any of the matters or things herein contained and to appear and defend action, suits or other proceedings commenced against me or whereunto I (Principal herein) may be a party and also if the said attorney may think fit or to compromise, refer to arbitration, submit to judgment, discontinue or become non-suited in any such action or proceedings as aforesaid.
- 31. To accept Notices, Services of Writ of Summons or other legal processes that may be served upon me (Principal herein) and to appear and represent me in any Court of Justice and before Magistrates of Judicial, Quasi-Judicial Bodies or other officers, whatsoever as the said attorney may think and proper.
- 32. To declare and affirm all Plaints, Written Statements, Applications, petitions, Affidavits and other necessary Documents in my name(s) and on my (Principal herein) behalf and to appear before any Judge, Magistrate, Proceedings or any other inquiry relating to any of the

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Signature (NIREN MUKHERJEE)

matters herein mentioned. To sign Letter of Authority, Vakalatnama and engage Advocates, Solicitors and pleaders to appear in Courts.

- 33. If required sign all Application form/s, documents and apply for an obtain Certificate as required under section 230A of Income Tax Act, 1961 on behalf of me (Principal herein).
- 34. To give necessary permissions, No objection and/or to sign any documents/forms / acknowledgements / permissions etc as may be required by the Developer for construction work as mentioned above on behalf of me (Principal herein) along with other co-owner of the said property/premises.
- 35. AND GENERALLY to sign all letters, correspondences, documents, to execute and perform any other act, deed, matter or thing whatsoever which ought to be executed, performed or which in the opinion of the said attorney ought to be done, executed or performed in or about any commitment, or whatsoever nature and kind as fully and effectually to all intent and purposes, as I (Principal herein) could do myself.
- 36. I (Principal herein) do hereby give and grant unto the said attorney full power and absolute authority from time to time to appoint one or more substitute or substitutes and delegate all or some of the powers contained in this Power of Attorney to such substitute or substitutes, including to remove and to appoint another or others in his/her or their place.
- 37. And I (Principal herein) do hereby declare that the said attorney shall have full Power and absolute authority to act in the matter and premises aforesaid as fully and effectually as if I would have acted myself.

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Signaturé (NIREN MUKHERJEE)

- 38. I (Principal herein) confirm and declare that by execution of this Power my all previous Power of Attorney if given in respect of this Property shall be treated as cancelled revoked and inoperative from the day of execution of this Power I have not executed any other power of attorney in favour of any other person(s). I further undertake that I will not avail any loan/advances etc. and to make any financial obligations from any other banks/Financial institutions in respect of the said property/premises.
- 39. And I (**Principal** herein) do hereby, agree and undertake to ratify the acts, deeds, matters and things done by the said attorney under this Power of Attorney.

### **LIMITATIONS**

Be it expressly stated that this Power of Attorney does not create, constitute or assume any kind of transfer, enjoyment or making profit in favour of the Attorney. The Attorney shall have no rights, title and claim and will not change, alter, lease, mortgage, transfer PRINCIPAL, my allocation in the new building as per the Development Agreement and/or any Agreement, Contracts to be signed as hereinabove.

All the receivable, if any at all due to the development of premises will be paid back to the **Principal** after paying income tax (i.e. after paying Income Tax at Source as per Income Tax act 1961) and other statutory taxes at India by the Attorney and all payable including **PRINCIPAL's** individual Income Tax and any other Government Tax payable to Government of India, if any, will be borne by the **Principal**.

### THE SCHEDULE ABOVE REFERRED TO:-

(Description of the "said Property/ Premises")

ALL THAT piece and parcel of undivided 1/4th share of land measuring about 4 Cottahs 12 Chittacks 44 Sq.ft. together with the structure erected thereon being Municipal Premises no. 16A, Kavi Bharati Sarani

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Signature

(formerly known as Lake Road), Police Station-Tollygunge, Kolkata-700029, District - South 24 Parganas, West Bengal, India, bearing K.M.C. Assessee No. 110871300290.

In witness whereof I have subscribed my signature on this Power of Attorney on **28** day of **September**, 2021

SIGNED AND DELIVERED by the within-name

NIREN MUKHERJEE alias NIRENDRANATH MUKHOPADHYAY	
(Signature of Principal / Executor)	
In the presence of:	
Of Witness →	
1) katja Hann, gadiaftsausattig Pfenni 72764 Reutlingen	ingen, 2,
2) Hella Tauber, gerlieftsaurastig Pfens 72764 Reutlingen.	ningen, 2
ACCEPTED by	

SALMA SULTANA

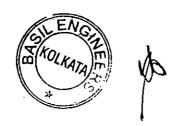
(Signature of Attorney)

Solemnly affirmed before me

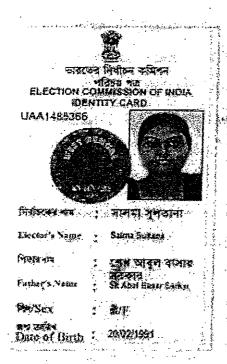
(SIGNATURE OF NOTARY)

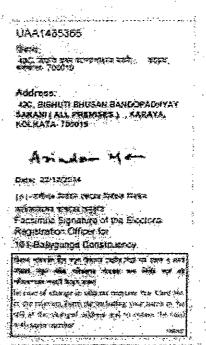
SEAL OF NOTARY

REGISTRATION NO. OF NOTARY



### **ANNEXURE - A**





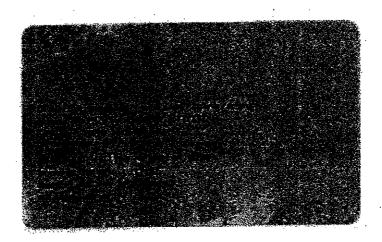
### **Voter ID of SALMA SULTANA**

(Signature of Nirendranath Mukherjee)



## **ANNEXURE - B**





PAN CARD of SALMA SULTANA

(Signature of Nirendranath Mukherjee)



## **ANNEXURE - C**









## ভারত সরকার

Inique Identification Authority of India 

জাবিকান্তুক্তির আই ভি / Enrollment No.: 1040/19601/83120

তথ্য

- আধার পরিচাটের রম্পে, দাগরিকারের প্রমাণ নত।
- ग्रिहारम्ब उमान अनुनारेन इमानीकृत्य हाहा नाई ক্ৰমণ ট

### INFORMATION

- Aschaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

70 Sales Syllene Sautes: Seculosi Hooghly West Bengal 7:24/0



আপ্ৰায় আঘার সংখ্যা / Your Aadhaar No. :

6650 7162 2335

আধার – সাধারণ মান্ষের অধিকার



### PER PETER PER INDICATE

भारता मुगळामा Selme Sullaine िला । (अन अंकृत बानार सम्बन्ध Father: St. Abul Basar Series ary and / Year of Birth: 1991 **成表明 / 子被外继** 



6650 7162 2335

আধার – সাধারণ মানুষের অধিকার

- आवाद प्राठा (प्रत भागा ।
- साधात छावमाछ मञकाती ३ व्यमत्रकाती प्रतित्या अधिङ महासक श्रेर ।
- Andhaar is valid throughout the country.
- Audnear will be helpful in availing Government and Non-Government services in future .



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TITLE REPORT, STATE SECTION, BASSIDES, BASSIDES, HARRING.

West Bengal, 712409

6650 7162 2335



20.25.04

AADHAAR CARD of SALMA SULTANA



(Signature of Nirendranath Mukherjee)

# PHOTO, SIGNATURE AND FINGERPRINTS



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AT/TESTED BY ME :

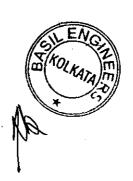
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(SIGNATURE OF NOTARY)

**REGISTRATION NO. OF NOTARY:** 

**SEAL OF NOTARY:** 





### **BEGLAUBIGUNGSVERMERK**

Die vorstehenden Unterschriften auf den Seiten 1-14 und 15-17 sind von

Niren Mukherjee, geb. am 27.01.1935, angabegemäß wohnhaft Dörnacher Straße 34, 72124 Pliezhausen, ausgewiesen durch Personalausweis,

vor mir vollzogen worden. Dies wird hiermit beglaubigt.

Die Frage nach einem Mitwirkungsverbot im Sinne von § 3 BeurkG wurde verneint.

Der über der beglaubigten Unterschrift befindliche Text wurde von mir nicht geprüft.

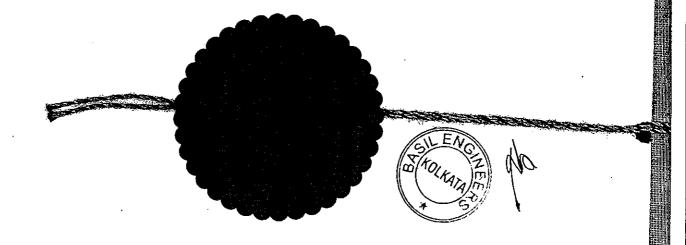
Der Notar beglaubigt lediglich die Echtheit der Namensunterschrift, steht jedoch nicht für die Richtigkeit des Inhalts und die rechtliche Durchführung des mit dieser Urkunde beabsichtigten Rechtsgeschäfts ein.

Reutlingen, den 28.09.2021

Hechler, Notar

REUTLING NO.





2 Total