



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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POWER OF ATTORNEY

TO ALL TO WHOM BY THE PRESENTS SHALL COME WE KOLKATA METROPOLITON DEVELOPMENT AUTHORITY a statutory authority under the West Bengal Town and Country (Planning & Development) Act 1979 having its Head Office at Proshasan Bhavan, DD I, Sector - I, Bidhannagar, Kolkata - 700 064 (hereinafter referred to as the **PRINCIPAL**) SEND GREETING:-

V. Y. Jadhav
 V. Y. Jadhav, IAS
 Special Secretary
 KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

WHEREAS we are the absolute owners of ALL THAT piece and parcel of land measuring 5.93 acres more or less situated at Manicktala, Ultadanga junction, Kolkata entered into a Development Agreement dated 9th April 2008 with FORT PROJECTS (P) LTD of 7/1A, Hazra Road, Kolkata - 700 026 for Development of the Premises No.1/3, Satish Pakrasi Road, Manicktala, Ultadanga junction under C.I.T. Scheme VII-M on Ultadanga Main Road, Kolkata-700054, Police Station Manicktala within the limits of Kolkata Municipal Corporation, together with all buildings standing thereupon and together with all such rights titles benefits attached thereto as more particularly mentioned in the **Schedule** written hereunder and hereinafter referred to as the said **PREMISES**.

AND WHEREAS as per the Development Agreement for Development of residential complex in the said premises to do all act and deed required to be done to maintain the said premises and other things related thereto and therefore it is required to appoint attorneys and so do we hereby nominate and appoint Sri Vivek Kathotia son of Late Sampatmal Kathotia and Sri Hari Prasad Sharma son of Late Sanwarmal Sharma both being the Directors of the Fort Projects Pvt. Ltd. as our lawful attorneys and confer upon them the following powers to perform jointly or severally:

NOW KNOW YE AND THESE PRESENTS WITNESS that WE KOLKATA METROPOLITON DEVELOPMENT AUTHORITY have nominated constituted and appointed **SRI VIVEK KATHOTIA** son of Late Sampatmal Kathotia and **SRI HARI PRASAD SHARMA** son of Late Sanwarmal Sharma both being the Directors of the Fort Projects Pvt. Ltd. 7/1A, Hazra Road, Kolkata - 700 026 as our true and lawful attorneys for us in our name and on our behalf jointly and/or severally to do all or any of the following acts deeds and things and to exercise the powers and authorities as follows, **in terms of the said Development Agreement:-**

1. To do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of our said attorneys ought to be done, executed and performed in relation to the said Scheduled property as fully and effectually as we could do the same if we may personally be represented so as to achieve the ends of these presents.
2. To take all necessary steps to defend and protect the possession and manage and maintain the said premises including the buildings standing thereat and to get the said premises vacated from occupation of the tenants.
3. To take all necessary steps to demolish the unwanted and dilapidated structures standing at the said premises on our behalf.
4. To appoint architects, surveyors, engineers and other qualified persons for the purpose of sanction of building plans of the said premises.
5. For all or any of the purposes herein stated to appear and represent us before the competent authority of the various departments of Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation, Airport Authority, Microwave Authority, Fire Brigade the Competent Authority appointed under W. B. Building Registration (Promotion of Construction) and Transfer by Promoters Rules 1993, Competent Authority under the Urban land (Ceiling Registration) Act, 1976, Kolkata Police Traffic, Controller of Thika Tenancy and any other competent authorities and empowered under any statutory provisions of the laws of land to protect our rights and interest attached to the said Premises.
6. To deal and negotiate with the prospective buyer/buyers and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the Scheduled property or the part and portion thereof in the manner as the said attorneys shall think fit and proper.

7. To receive the consideration for any sale assignment transfer of the Developer's share in the said Premises or the part and portion thereof in suitable mode in pre decided periodic installments on our behalf and shall be accountable for the same and shall grant valid receipt thereof on our behalf as our lawful representatives.
8. To execute all necessary deeds and documents and to present for registration before concerned registration Office each and every deed, document, instrument and paper whatsoever expedient and necessary in connection with the alienation, transfer, conveyance and/or for usage of the Developer's share in Scheduled property in the manner as the said attorneys shall think fit and proper.
9. 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 all the matters so far it relates with the Scheduled property or the part and portion thereof.
10. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Vakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the Scheduled property on behalf of us as effectually as it could be done if represented physically by us.
11. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the Scheduled property on behalf of us as it could be on personal representation.
12. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the Scheduled property on behalf of us as effectually as it could be done personally by us.
13. To sign declare and/or affirm any plaint written statement, petition, affidavit, verification, vakalatnama warrant of attorney, memo of appeal or any other documents or papers in any proceedings in any court/tribunal and/or any judicial or quasi judicial body to defend and/or to protect our right title interest attached to the said Premises or in any manner connected therewith.
14. To sign all applications and affidavits and to obtain all necessary permission/No Objection Certificate in connection with the sale and/or the said Premises from competent authorities of the Municipal Corporation and/or Central or State Government or any other authority empowered under any statutory provisions of the law of land.
15. To appear before any authority of the Government bodies or Co-operative bodies or Bank and other Statutory bodies and the Police and to take appropriate action in respect of any dispute or claim or demand by any person including the aforesaid authorities in order to protect and safeguard all our lawful rights and interests in respect of the sale of our share in the schedule Premises.
16. To appear before any bank for opening a bank account and to deal and operate the said bank account on our behalf as our authorized signatory and also to create a charge equitable mortgage or hypothecation of the Scheduled property or any part or portion thereof for obtaining loan and advance from any bank or other financial Institutions.
17. To delegate any or all the powers hereby conferred on the said Constituted Attorneys in favour of any representative of his office from time to time and to revoke the same as shall be thought fit and proper by the said Attorneys.

AND GENERALLY to do all acts, deeds and things in our name and we do hereby ratify and confirm and agree to ratify and confirm all and every lawful act performed by the said Attorneys jointly and/or severally as our own acts as if we were present personally and doing the said acts ourselves..


SCHEDULE
(The said Premises)

ALL THAT the piece and parcel of land measuring about 5.93 acres be the same little more or less, lying and demarcated as municipal Premises No.1/3, Satish Pakrasi Road, at Manicktala, Ultadanga junction under C.I.T. Scheme VII-M, Kolkata-700054, Police Station Manicktala within the limits of Kolkata Municipal Corporation, and together with the Buildings and structures lying and standing thereon and as delineated in plan annexed hereto and thereon bordered in colour RED, and as butted and bounded in the following manner :

- ON THE NORTH : Partly By Municipal Corporation Road and Partly by Ultadanga Tram Depot
- ON THE EAST : Partly by Municipal Corporation Road and Partly by Land occupied by West Bengal Housing Board
- ON THE SOUTH : Partly by Land occupied by West Bengal Housing Board and partly by Land occupied by Small Scale Industries
- ON THE WEST : Partly by Ultadanga Main Road and partly by land occupied by Sukanta Chatrabas

IN WITNESS WHEREOF We have executed and signed these presents this ^{9th} day of April Two Thousand and Eight.

SIGNED SEALED and DELIVERED
by Vandana Yadav on behalf of
KMDA, the EXECUTANT herein at Kolkata in
the presence of:

1. 
Director (SE), KMDA

2.


V. Yadav
Special Secretary
Kolkata Municipal Corporation