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भारतभारत पश्चिम बंगाल WEST BENGAL

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Not valid for the purposes of attesting a signature. The signature should be an indelible one marked with the number of the year of its issue.

Notary Public
 Registrar of
 Sudder District
 Kolkata, West Bengal
 8 June 2018

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that, We, make this
25th day of May, Two Thousand Eighteen (2018) BETWEEN

A.S. Saha

(1) SHIV NIKETAN PRIVATE LIMITED, PAN-AAECS3891G, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 represented by its director MRS. PUSHPA BHUTORIA PAN-AEOPB5050P wife of Sri Arrun Bhutoria working for gain at Shiv Niketan Private Limited, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, (2) TIRUPATI ENCLAVE (P) LIMITED, PAN: AABCT1390G, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001, having CIN U70101WB1996PTC081139 represented by its director MR. ARRUN BHUTORIA PAN: ADBPJ8895J son of Late Sumer Mull Bhutoria working for gain at Bhutoria Construction Private Ltd. and having, by faith – Hindu, by occupation – Business, 4, Pretoria Street, P.O. Elgin Road, P.S. Sheakpear Sarani, Kolkata -700071 (3) CHARLES COMMERCIAL (P) LIMITED, PAN: AABCC2791A a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U51109WB-1996PTC081136 and, represented by its director MRS. KANTA BHUTORIA PAN: AEOPB5052R, wife of Prakash Chand Bhutoria, working for gain at Bhutoria Construction Private Ltd. and having by faith – Hindu, by occupation – Business, 4, Pretoria Street, P.O. Elgin Road, P.S. Sheakpear Sarani, Kolkata -700071 do hereby empower, nominate, constitute Attorney TIRUPATI

A. S. S. S.

CARRIER LIMITED, PAN: AABCT9173B a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB-2002PLC095192 represented by its director **MR. LALIT KUMAR BHUTORIA PAN AFVPB8282R** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, as our **TRUE AND LAWFUL ATTORNEYS** for us in our names, on our behalf to do
 • inter alia amongst others the acts, deeds and things viz.

WHEREAS we Principals herein and **TIRUPATI CARRIER LIMITED**, herein are jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of land containing an area of 270.02 satak equivalent to 162.012 Cottah satak the Owner has agreed to develop part and parcel of the said project land measuring 270.02 satak equivalent to 162.012 Cottah (including road) more or less comprised in L.R. Dag Nos. 431 & 432, in Mouza Nawabad, District South 24 Parganas, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein.

AND WHEREAS we the principals herein desirous to develop the our said property by constructing building type residential building thereon so we entered in an Registered Development Agreement on 15th day of March 2018 which was registered in the office of D.S.R-IV, Alipore and recorded in Book No.I, Volume 1604-2018, Pages 51699 to 51750, being No. 160401879 for the year 2018.

A. Sengupta

AND WHEREAS to construct the said multi storied building at our said premises described in Schedule hereunder and to sale the flats, car parking spaces etc. out of Developer Allocated portion of the said proposed building to be constructed at our said land/premises. So It is necessary to appoint said TIRUPATI CARRIER LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB-2002PLC095192 represented by its director MR. LALIT KUMAR BHUTORIA son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having, , residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071 as our Attorney on behalf of me to do the following acts, deeds and things.

1. KNOW ALL MEN BY THESE PRESENTS that we, PRINCIPALS HEREIN do hereby appoint, nominate and constitute said TIRUPATI CARRIER LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB-2002PLC095192 represented by its director MR. LALIT KUMAR BHUTORIA son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having, , residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071 to be our true and lawful Attorney to do inter alia the following acts, deeds and things in our names and stead on behalf of us in respect of our said

A. S. S. S.

property described in the Schedule hereunder written, that is to say :-

2. To execute, carry into effect and perform all agreements and contracts to be entered into by us in respect of our said property as described in the Schedule hereunder written, as our own acts and deed and/or to cancel the same as per the said development agreement.
3. To make, sign and verify all applications and/or Plan objections to the appropriate authorities of B.L. & L.R.O. Department, Urban Land Ceiling Department, Panchayet etc. for all licence, permission sanction and/or modification consent etc. required under the law of Rules and Regulations frame by such authorities in connection with the said property.
4. To appear and represent before Panchayet authority or any other authority concerned on our behalf and also to apply to appropriate authorities for sanction the building plan or sewerage Plan and/or its any modification or alteration or revise for such proposed building plan for the proposed construction on our land, for and on our behalf as and -when our said Attorney shall deem fit and proper and also to apply for and to effect mutation of the said property in Panchayet and/or land revenue department in favour of our names and our said attorney may deem fit and proper and also to sign all applications there for.
5. To raise, erect, build the construction as per building Plan to be sanctioned by The Panchayet at the cost of the DEVELOPER herein after taking sanction of the building Plan or its amendment

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of building Plan on our said land on our behalf as per the said Development Agreement

6. To sign and execute all other deeds, instruments and attend on our behalf which our Attorney shall consider necessary and enter into and/or agree to such covenants and conditions as may be required for fully and effectually securing the right, title and interest of the others.
7. To appoint and engage or suspend any -workers for the construction work on our said land.
8. On our behalf to effect mutation of holding in the Revenue in Settlement Offices or Competent Authorities and sign all applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in our name and on our behalf related to the abovesaid agreement.
9. To appear and represent before any Court including Hon'ble High Court and also Tribunals for and on our behalf and to appoint and engage Advocate for instituting or defending any suit or proceedings in any Court of law and to sign all Plans, Applications, Petitions, Written Statement etc. and to affirm any Affidavits on our behalf and in doing it, may appoint any Lawyer and to pay fees and charges and sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property as described in the schedule hereunder written.
10. On our behalf to appear before and execute any of them or all of them the Plan and to submit the same in our names and in our favour to do all formalities to submit Plan, for modification and/or alterations, of Plan renew and sign, execute any,

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Declaration, Affidavit, Boundary Declaration, which includes corporation Gift Deed and to present for Registration to admit execution to any Registry Authority and to have the said documents and/or sign, execute any Declaration, Affidavit, Boundary Declaration which includes Corporation Gifts and to present for Registration to admit for execution to any Registration Authority and to have the said document registered, and/or for whatsoever necessary before the Panchayet and Zilla Parishad or to any competent Authority to obtain "NO OBJECTION CERTIFICATE" from the competent Authority, for which to execute and sign all papers, documents, Affidavits, whatsoever necessity in our names and in our favour to negotiate in our name and to do whatsoever necessity for the same in our names or on our behalf as we could do personally by ourselves.

11. To enter into any agreement with others for selling or transferring the part or full of the developer's allocation i.e. flat etc. along with undivided proportionate share of land of the proposed building to be constructed on our said land and to receive part or full consideration money for the same on our behalf and grant receipts thereof on our behalf as per said Development Agreement.
12. To sign and execute all the documents, petitions or any transfer deed/deeds or agreement/agreements or conveyance(s), declaration deeds, instruments and assurances in connection with the Developer's Allocation on our behalf, which our said Attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property or any part or any part or any portion of the said land and construction with proportionate

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land to be constructed as may be required for fully and effectually conveying the said property or part thereof either divided or undivided, in favour of any one as per said Development Agreement, The DEVELOPER shall also execute and register any kind of documents on our behalf to be required for sanctioning the building plan.

13. To present any such conveyance or conveyances for registration and to admit execution before the sub-registrar or Additional District sub-registrar or Assurances of Kolkata any other registrar having authority for and to have the said conveyances registered and to do acts, deeds and things which our said Attorneys shall think necessary for conveying the said Flats etc. which is fixed as Developer's Allocation to the intending purchaser/purchasers and to receive part or full consideration money and acknowledge the receipt thereof and to handover possession thereof and to do all other acts, deeds, things in connection thereto and to effect mutation of the same in favour of the purchaser/purchasers as per the said Development Agreement.
14. And generally to do execute and perform any other act or acts, deeds, matter or things whatsoever which in the opinion of our said Attorney ought to be done, executed and performed in respect of our said Property described in the Schedule hereunder written effectually as We ourselves could do the same.
15. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof and similarly to receive excess payment receivable from concerned authorities for and on account of the said property or any part thereof on our behalf.

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16. To pay fees obtain sanction such other orders and permission from the necessary authorities as to be expedient for sanction/ modification and/or alteration of the building plan and/or papers and documents as may be required by the necessary authorities.
17. To receive the excess amount of fees if any paid for the purpose of sanction modification and/or alteration of the building plan and sewerage Plan and/or for the purpose related thereto from any authority or authorities on our behalf.
18. To apply for and obtain electricity, gas, -water, sewerage, drains, telephone or other connection of any other nature in the said property and/or to make alteration therein and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds and things as may be deem fit and proper by the said Attorney.
19. To settle, compromise of suits or disputes arising out of and/or connection -with aforesaid property on such terms and conditions as our constituted Attorney may think fit and proper and to execute such compromise petition for and on our behalf.
20. To acknowledge and/or finalize the terms and conditions with the other of the construction and/or portion of construction to be constructed on our behalf as our said constituted attorney may think fit and proper.

To sell all flats and car parking space/spaces save and except owners' allocation portion and to receive an advance money and/or balance consideration money from intending purchaser/purchasers from the Developer's allocation only as per Developer agreement.

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21. To solve any dispute may arise in respect of the schedule below property in our names and on our behalf and take any necessary action against any local disturbances, litigation etc. in respect of the schedule below property on our behalf and in our names.
22. To lodg a Diary to the nearest police station on our behalf and in our names regarding the above mentioned property if any dispute arises by any local people and to sign and acknowledge all registered or insured letters, notices, summons and to receive, delivery of the same in the said property on our behalf and in our names.
23. To take steps and appear in all legal proceedings concerning the said property and to sign, verify all papers including complaints, written statements, affidavit, petitions, pleadings, compromises appeals, Vokatnamas that may be necessary in this behalf.
24. To sign, execute and deliver all or any Agreement, Sale Deed(s) transfer deed(s) and all instruments pertaining to the Developer's Allocation (Save and except Owner's allocation as mentioned in the said Development Agreement and/or Joint Venture Agreement and to admit the execution thereof for registration before the appropriate Registering authority having jurisdiction concerning the said premises or before Notary Public or before any Oath Commissioner for similar purposes and development and portions of the building or apportionment to be constructed at the said premises and to take all steps for perfecting such execution and registration.
25. To enter into negotiations for and finalize all sale pertaining to the Developer's allocation (Save and except Owners' allocation) of the

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building to be constructed at the said premises on such terms and conditions, considerations, stipulations, provisions as our said Attorneys shall think fit and proper with any prospective purchaser/buyer(s) and to accept therefore any amount in advance/earnest money and the balance consideration amount in installments or in otherwise and to give valid receipts and discharges in respect thereof and to put the Purchaser (s)/buyers(s) in possession of the flat or portion agreed to be sold and/or transferred save and except the owners' allocation.

26. To deliver possession and/or make over the constructed flat/flats /car parking space spaces appertaining to the Developer's allocation in terms of the said Development/Joint Venture Agreement (save and except owners' allocation) and to issue letter of possession in respect thereof and to do all and everything that shall be necessary for completing the sale, lease, assign or otherwise in compromise of the deal finalized.
27. To engage Lawyer, Solicitors, Advocates and other legal agents and sign all Vokatnama, Powers, authorizations and to revoke such appointments and to appoint others in their place and to make payment of their fees.
28. To sign, execute, present for registration, admit execution of register or otherwise perfect or cause to be signed executed registered and perfected any agreement, conveyance, reconveyance, assignment, surrender, Deed of Declaration /Rectification and other assurances which may in the opinion of our said attorneys be expedient or necessary,

A. J. J. J.

29. To enter into any agreement with other for the benefit and betterment of the said property on our behalf for execution of the abovesaid agreement.
30. Developer shall handover the owner's allocation portion as per development agreement.
31. AND We hereby ratify and confirm all and whatsoever other act or acts our said Attorney shall Lawfully do, execute or perform or cause to be done executed or performed in connection with the transfer of our said property under and by virtue of this deed notwithstanding no express power in that benefit is hereunder provided.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property)

ALL THAT pieces of parcels of contiguous and adjacent plots of Sali land in a single compound containing an area more or less 270.02 Decimals comprised in L.R. Dag Nos.431, 432, in Mouza Nowabad, J.L. No.19 under Police Station Bishnupur in the jurisdiction of Rashpunja Gram Panchayat in the District of South 24 Parganas:

R.S. Dag and Khatian Number	L.R. Dag and Khatian Number	Area
Dag No. 375 recorded in Khatian No. 157, 30,	Dag No. 431 recorded in Khatian Nos.1022	255.02
Dag No. 376 recorded in Khatian No. 295	Dag No. 432 recorded in Khatian No. 382	15.00
	Total	270.02

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And butted and bounded as follows:

On the North : By Dag no.374 and Road

On the South : By Dag no.4,2 of Uttar Kazirhat Mouza.

On the East : By Dag no.376 (P)

On the West : By Dag no.469.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the First Schedule)

R.S. DA G	L.R. DA G	ARE A	AREA OWNED BY SHIV NIKETAN	AREA OWNED BY TIRUPATI ENCLAVE	TIRUPATI CARRIER LTD	CHARLES COMMERCIAL PVT.
375	431	127.52	127.52			
375	431	127.50			127.50	
376	432	4		4		
376	432	11				11
						270.02

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER' ALLOCATION" shall according to the context mean 11.25%

(eleven point two five per cent) of the Realizations i.e. 8.75 % for Shiv Niketan Private Limited and 2% for Charles Commercial(p) Ltd. and 1/2% for Tirupati Enclave (p) Ltd.

DEVELOPER'S ALLOCATION" shall according to the context mean 80% (eighty per cent) of the Realizations

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