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For the purpose of registration, the signature sheets and
 the endorsement sheets attached with
 the instrument are part of this document
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District Sub-Registrar-1
 Registrar U/S 7(3) of
 Registration Act 1956
 Alipore, South 24 Parganas
 8 JAN 2018

9-42015/12

DEVELOPMENT POWER OF ATTORNEY AGAINST
 THE REGISTERED DEVELOPMENT AGREEMENT
 DATED 22.12.2017 REGISTERED VIDE BOOK NO. 1
 BEING NO. 06702 FOR THE YEAR 2017

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, BHUTORIA CONSTRUCTION PRIVATE 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- 7000001 having CIN U70101WB1996PTC081135 and PAN AABCB3033G represented by its director MR. ARRUN BHUTORIA son of Late Sumer mull Bhutoria working for gain at Bhutoria Construction Private Ltd. and having PAN AABCB3033G, by faith - Hindu, by occupation - Business, residing at

residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata - 700071, hereinafter collectively referred to as "the **Principal**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors and successors-in-office/interest and/or assigns) of the **SEND GREETINGS:**

I. DEFINITIONS: Unless in this power there be something contrary or repugnant to the subject or context:-

- i. "**Subject Property**" shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel morefully and particularly described in the **SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;
- ii. "**New Buildings**" shall mean the individual buildings to be constructed by the Developer at the Subject Property;
- iii. "**Developer**" shall mean **SHIV NIKETAN PRIVATE LIMITED**, 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 AND PAN AAEC3891G, represented by its director Mr. Lalit Kumar Bhutoria son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AAEC3891G and include its successors or successors-in-office and/or successors-in-interest and/or assigns.
- iv. "**Development Agreement**" shall mean the development agreement dated 22.12.2017 and registered with the District Sub-Registrar-IV at Alipore in Book I Volume No 1604-2017, Being No.06702, for the year 2017, and made between the Principal and the Developer and include any modifications and alterations thereof as may be made by the Principal and the Developer in writing.
- v. "**Building Complex**" shall mean the Subject Property with the New Building thereon with the Common Areas and Installations;
- vi. "**Developer's Allocation**" according to the context shall mean the share of the Developer in the Realizations and also the Extras and Deposits and also include all other properties and rights belonging to the Developer in terms of the Development Agreement.
- vii. "**Development Activities**" shall include, without limitation, the planning, sanctioning, erection, re-erection, demolition, addition or alteration whatsoever or howsoever of the New Buildings and any other structures at the Subject Property and all activities allied

or ancillary thereto and also include any the doing, carrying out, erection or installation of Common Areas and Installations, landscaping, facilities etc.

- viii. **"Owner's Allocation"** according to the context shall mean the share of the Principal in the Realizations and also include all other properties and rights belonging to the Principal in terms of the Development Agreement.
- ix. **"Project"** shall mean the development and administration of the Building Complex by the Developer and Transfer of the same by the parties; all in terms of the Development Agreement.
- x. **"Transferees"** shall mean and include all persons to whom any Transferable Areas is transferred or agreed to be so done;
- xi. **"Marketing"** or **"Transfer"** (with their respective grammatical variations) shall include transfer by sale or lease and/or by any other means adopted in respect of the Transferable Areas or any part or share thereof;
- xii. **"Transferable Areas"** shall include Units (which may be flats, apartments, office spaces, shops, constructed/covered spaces or the like), covered parking spaces, open parking spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and shall also include the proportionate undivided share in land and/or common areas and installations;
- xiii. **"Realization"** shall mean the amounts received against Marketing or Transfer of the Transferable Areas excluding the marketing costs and advertisement costs as mentioned in the Development Agreement but shall not include any amounts received on account of Extras and Deposits;
- xiv. **"Building Plans"** shall mean the plan for construction of the New Buildings at the Subject Property as may be sanctioned by the Rashpunj Gram Panchayat and include all modifications and/or alterations that may be made thereto by the Developer;
- xv. Any other term or expression used herein, unless there be something contrary or repugnant to the subject or context, shall have the same meaning as assigned in the Development Agreement.

II. RECITALS:

A. **WHEREAS** by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right to develop the Subject Property and the Principal and the Developer agreed upon the terms and conditions in respect of the Transfer the Transferable Areas therein and other aspects of the Project as morefully contained therein.

B. **AND WHEREAS** in terms of the Development Agreement, the Principal executing this Power of Attorney in favour of the Developer namely **SHIV NIKETAN PRIVATE LIMITED REPRESENTED BY ITS director Mr.Lalit Kumar Bhutoria** son of Mr. Prakash Bhutoria working for gain at SHIV NIKETAN PRIVATE LIMITED, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 hereinafter referred to as "the Attorneys" (which expression unless excluded by or repugnant to the subject or context shall include any other person whom the Developer may authorize in addition to or as substitute of the above named Partners), jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Subject Property and the Project and the related purposes hereinafter contained:

III. **NOW KNOW YE BY THESE PRESENTS**, We the Principal abovenamed do hereby jointly and/or severally nominate constitute and appoint the said Attorneys jointly and/or severally as the true and lawful attorneys for in the name and on behalf of the Principal to do execute exercise and perform all or any of the following acts deeds matters and things relating to the Subject Property and the Project and related purposes i.e., to say:-

1. To manage maintain protect and secure the Subject Property and do all acts deeds and things in connection therewith.
2. To apply for and obtain mutation, conversion, amalgamation, separation, updation, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof from the Rashpunj Gram Panchayat, B.L. & L.R.O., the D.L. & L.R.O., Municipal authorities, Zilla Parishad, Planning Authority, Development Authority, Collector, District Magistrate (including ADM) and any other appropriate authorities as may be deemed fit and proper by the Attorneys or any of them.
3. To accept or object to the assessments of land revenue or municipal taxes or property taxes in respect of the Subject Property or any part or share thereof and to attend all hearings and have the same finalized.
4. To pay all rates, taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Subject Property or any part thereof or the existing buildings or structures thereon or New Buildings for

the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.

5. To deal with any person owning, occupying or having any right title or interest in the Subject Property or any other property adjacent to or near the Subject Property in respect of the development of the Subject Property in such manner and on such terms and conditions as the Attorneys or any of them may deem fit and proper.
6. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them as the Attorneys may deem fit and proper.
7. To cause survey, soil test, excavation and other works at the Subject Property.
8. To prepare apply for and obtain sanction of new plans in respect of any New Building or Buildings or any other constructions at the Subject Property as part of the Project Site or otherwise..
9. To prepare, apply for, sign and submit plans, specifications, designs, maps and sketches for approval or sanctioning by the Rashpunj Gram Panchayat or any other concerned authorities having jurisdiction and to have the same sanctioned and if required, to have the same modified revised altered and/or renewed.
10. To pay fees and obtain sanction modification revision alteration and/or renewal and/or such other orders and permissions as be expedient therefor.
11. To sign and submit all declarations undertakings affidavits required by any authority for the purpose of sanction/ modification/alteration/renewal of the plans for any construction at the Subject Property.
12. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, generators, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanized parking, and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.

13. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, generator, mechanized parking and any other utility, input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause hereinabove.
14. To repair, construct erect and raise boundary walls in and around the Subject Property or portions thereof and also any temporary sheds and spaces for storage of building materials and running of site office and to construct any other structure for the Project or any part thereof.
15. To carry out any Development Activity including construction, addition, alteration, demolition, reconstruction, erection, re-erection, demolition, addition or alteration and any other related activity at the Subject Property or any part thereof.
16. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
17. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, supervisors, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof including for survey and soil testing and also for preparation, modifications, alterations, sanctioning, extension, revalidation etc. of plans or approvals or clearances and also for any Development Activity and for other purposes herein stated on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.
18. To appoint or collaborate with organizations and persons in connection with Facility Management, Common Area management and any other Assembly, Commercial or Mercantile uses on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.

19. To do all necessary acts deeds matters and things for complying with all laws rules regulations bye-laws ordinances etc., for the time being in force with regard to the Project.
20. To apply for and obtain Occupancy or Completion Certificate and other certificates as may be required from the concerned authorities.
21. To insure and keep insured the New Buildings and other Development Activities or any part thereof or any materials equipments or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the Attorneys or any of them and to pay all premiums therefor.
22. To obtain loans and finance in respect of any aspect of the Project or any Development Activity from any Banks and/or the Financial Institutions by mortgaging and charging the Developer's Allocation in the New Buildings in accordance with the terms and conditions of the Development Agreement and without however creating any financial obligation upon the Principal.
23. To deal with banks and financiers and/or their officers and/or assigns in connection with the repayment of dues and to obtain any no objection certificates, consents, conditional consents, clearances, releases, redemptions from them.
24. To produce or give copies of any original title deed or document relating to the Subject Property.
25. To deal with, Transfer and/or part with possession of the Transferable Areas with proportionate share in land of whole or part of the Subject Property and other appurtenances.
26. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas to take loans or finances from any Banks or Financial Institutions.
27. To advertise and publicize the Building Complex or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
28. To ask, demand, recover, realize and collect the Realizations and amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specified accounts as per the Development Agreement and to issue

receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same and The Developer shall deposit the realization amount of Owner's allocation to the owner's Account.

29. To do the Marketing of the Transferable Areas in the Project with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same;
30. To negotiate, take bookings and applications of whatsoever nature in respect of Transfer of any Transferable Areas and if necessary to amend, modify, alter or cancel the same in terms of the Development Agreement.
31. To receive the amounts receivable in respect of any Transfer made in terms of the Development Agreement and issue receipts, acknowledgements and discharges therefor and to fully exonerate the person or persons paying the same.
32. To prepare sign execute and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, sale deeds, conveyances, leases, licenses, mortgages, charges, tenancies, declarations, forms, receipts and such other documents and writings in any manner as be required to be so done and as may be deemed fit and proper by the Attorneys or any of them in respect of the Transfer of Transferable Areas .
33. To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principal and the Developer and to exercise all rights and remedies available to the Principal and the Developer thereunder.
34. To terminate or cancel any contract, agreement, right of occupancy user enjoyment with any Transferee and exercise such rights as may be available in respect of such termination or cancellation.
35. To ask, demand, sue, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferee or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
36. To have the Units Transferred to the Transferees to be separately assessed and mutated in the names of the respective Transferees in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the Attorneys or any of them may deem fit and proper.