

SL. No.....11.....of 2011

# -: Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I, MD. TAUHID ANWAR appointed by the Government of India as a NOTARY being authorised to practice as such in and throughout KOLKATA in the state of West Bengal within union of India do hereby verify, authenticate, certify attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants (S).

*Original power of Attorney  
West Bengal Housing Board  
at 115 Surendra Nath Banerjee Road  
New Town  
Kolkata*

Here after referred to as the executants (S) on this ..... day of ..... Two thorsand.....

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identify of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Kolkata on this ..... day of ..... Two thousand.....

*MD. TAUHID ANWAR*

NOTARY  
Govt. of India  
Registration No. 4623/07  
Chief Metropolitan Magistrate's Court  
2, Bankshall Street, Kolkata - 700 001

Notarial Stamp  
on original



MAR 2011

MAR 2011

11/03/11

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

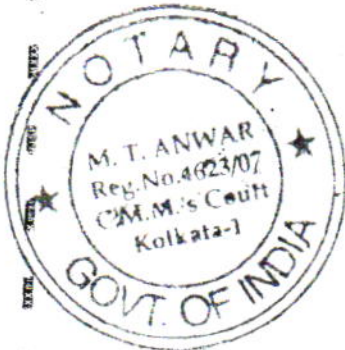
INDIAN NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 126483


POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, THE WEST BENGAL HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W. B. Act XXXII) OF 1972 together with up-to date amendments of Act), having our office at 105, Surendra Nath Banerjee Road, Kolkata – 700 014, SEND GREETINGS:



M. T. ANWAR  
Notary, Regn. No. 4623/07  
Govt. of India  
C. M. M.'S Court  
Kolkata

11 MAR 2011

  
Housing Commissioner  
West Bengal Housing Board

**WHEREAS**

A. By an Agreement dtd 01<sup>st</sup> March 2011 hereinafter called the "**SAID AGREEMENT**", West Bengal Housing Board hereafter called "**THE BOARD**," have engaged Bengal Merlin Housing Ltd. hereinafter called "**THE COMPANY**," as the developer for the development (by way of construction) of a housing Scheme, hereafter called "**THE COMPLEX**" about **106 decimals** equivalent to 3 Bighas 4 Cottahs 2 Chittak and 3.6 Sft more or less of land, comprised in R.S./L.R. Dag Nos. 412, 413, 414, 415 & 416 being R.S./Hal L.R. Khatian No. 1660 & 1661 under Mouza Thakdari, J. L. No. 19, under No. 2, Gram Panchayat, P.S. New Town, Dist. 24 Parganas (North), described in the SCHEDULE hereto thereon and thereafter called "**THE LAND**" as per the Scheme framed and to be finalised by the Company subject to and in accordance with the policy of the State Government hereafter called "**THE SCHEME**".

B. THE BOARD is desirous of granting necessary powers and authorities to THE COMPANY inter alia for the purpose of effective and speedy execution of THE SCHEME as per terms of the "SAID AGREEMENT."

**NOW KNOW YE BY THESE PRESENTS** that we, the said WEST BENGAL HOUSING BOARD do hereby nominate, constitute and appoint the said M/S BENGAL MERLIN HOUSING LIMITED, an Assisted Sector Company having its Registered Office at 79, Shambhunath Pandit Street, Kolkata - 700 020 as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things as mentioned hereafter:


1. To receive permissive possession of THE LAND from THE BOARD and to hold, manage and maintain such permissive possession in accordance with the terms and conditions contained in the SAID AGREEMENT.
2. To enter into, hold and defend permissive possession of THE LAND and every part thereof and also to manage, maintain and administer THE LAND and all buildings and construction to be constructed thereon and every part thereof.
3. To have THE LAND developed by construction of THE COMPLEX as per, **Board's permission no. H1/SV-08/06 dated 25.02.2011** THE SCHEME, containing ownership flats and/or other buildings and/or structures with commercial/recreational units/spaces on ownership or on lease thereon as per approved plan and for the said purpose, to do soil testing, excavation and all other works.

4. To raise necessary finance for execution of THE SCHEME from HUDCO, Financial Institutions, Banks and such other authority or authorities for development of the land by construction of THE COMPLEX as per THE SCHEME and for that purpose, to create mortgage or any other lien over THE LAND and/or the Complex in favour of HUDCO, Financial Institutions and/or Banks and/or other bodies, provided however, that THE COMPANY shall repay such liabilities at the earliest opportunity and shall at all times keep THE BOARD saved and harmless against any claim, loss or damages that THE BOARD may have to face in relation to or arising out of such mortgage.



M. T. ANWAR  
Notary, Reg. No. 4623/07  
Govt. of India  
C.M.M.'s Court  
Kolkata

11 MAR 2011

  
Housing Commissioner  
West Bengal Housing Board

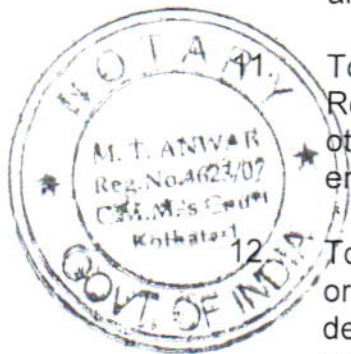
11 MAR 2011

5. To appear before all necessary authorities, including Municipality, Fire Brigade, Competent Courts and Police in connection with the execution of THE SCHEME and construction of THE COMPLEX.
6. To apply for and obtain such permissions, as be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of THE COMPLEX.
7. To apply for and obtain electricity, water, gas, sewage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and /or other authorities.
8. To warn off and prohibit any trespasser on THE LAND or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
9. To negotiate for sale/lease and/or transfer of flats/commercial units/spaces or portions thereof together with the undivided share in THE LAND and the rights appurtenant thereto and to enter into agreements, including sale agreements, lease agreements containing such provisions and with such purchasers and/or other persons as provided for in the said agreement and to receive earnest moneys and/or part and/or full premium/consideration there under and also to fulfill and enforce mutual obligations thereunder. But in case of such sale, THE COMPANY shall keep THE BOARD fully informed.
10. To sign, execute, enter into, modify, cancel, alter, draw, approve agreements and/or deeds of conveyances for transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavits, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and transfer of THE LAND or any part thereof and to receive premium/consideration, rents, service charges, taxes and other amounts therefore and grant valid receipts and discharges for the same.

To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.

To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if though fit, to compromise, refer to arbitration, abandon, submit or judgement or become non suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.

13. To accept notices and service of papers from any Court, Tribunal, Postal and /or other authorities and /or persons.
14. To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
15. After execution of THE SCHEME and construction of THE COMPLEX, to sign and submit all papers, applications and documents for having the



Housing Commissioner  
West Bengal Housing Board

11 MAR 2011

M. T. ANVAR  
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11 MAR 2011




separation, amalgamation and mutation, if necessary, effected in all public records and with all authorities and/or persons, including, the Municipality, in respect of THE LAND, and necessary, to deal with such authority and authorities in any manner, to have such separation, amalgamation and mutation effected if necessary.

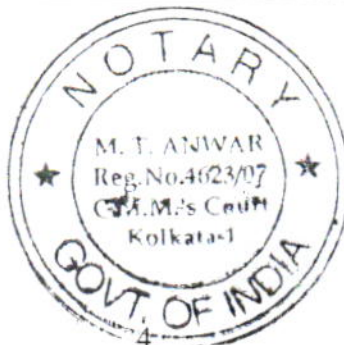
16. To engage and appoint Architects and Consultants cause preparation of Building Plans, appear before the Municipality and other authorities and Government Departments and/or officers and also all other States, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals for all matters connected with the development and construction of THE COMPLEX and/or other buildings on THE LAND and connections of utilities and in connection therewith, to sign all plans, applications, undertakings, affidavits, declarations, petitions, Vakalatnamas, memo of appeal and other papers and documents for the purpose of various permissions, sanctions, approvals, N. O. C. etc. from the various concerned authorities such as B.L.L.R.O., Kolkata Municipal Corporation, West Bengal Fire Service, Police Authority, Chief Electrical Inspector, Govt. of West Bengal, Environment Department, Govt. of India, West Bengal Pollution Control Board, Govt. of West Bengal, K.M.D.A, C.E.S.C., WBSEB, Water Supply Department.
17. To pay all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefor.
18. To give undertakings, assurances and indemnities, as be required for the purpose aforesaid.
19. To appear and represent THE BOARD before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.


AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney and Agent shall lawfully do or cause to be done in or about the aforesaid premises, so long as the said agreement is valid and subsisting.

**ALL THAT** the piece or parcel of land measuring **106 decimals** comprised in R.S./L.R. Dag Nos. 412, 413, 414, 415 & 416 being R.S./Hal L.R. Khatian No. 1660 & 1661 under Mouza Thakdari, J. L. No. 19, under No. 2, Gram Panchayat, P.S. New Town, Dist. 24 Parganas (North).

SL	R.S./L.R. DAG NOS.	TOTAL LAND AREA	ACQUIRED AREA (DECIMALS)	NATURE OF LAND
1	412	41	41	Bas Jhar ✓
2	413	14	14	Danga ✓
3	414	21	21	Danga ✓
4	415	13	13	Bastu ✓
5	416	17	17	Bas Jhar ✓
<b>TOTAL</b>			<b>106</b>	

  
Housing Commissioner  
West Bengal Housing Board



  
M. T. ANWAR  
Notary, Regn. No. 4623/07  
Govt. of India  
C.M.M.'S Court  
Kolkata

11 MAR 2010

**Dag No. 412**

Total Area : 41 Decimals  
 Acquire Area : 41 Decimals  
 Nature of Land : **Bas Jhar**

North : Panchayat Road  
 South : By Dag no. 432 & by Dag no. 415  
 East : By Dag no. 413, by Dag no. 414 & by Dag no. 415  
 West : Panchayat Road

**Dag No. 413**

Total Area : 14 Decimals  
 Acquire Area : 14 Decimals  
 Nature of Land : **Danga**

North : Panchayat Road  
 South : By Dag no. 414 & part of Dag no. 416  
 East : By Dag no. 419 & part of Dag no. 418  
 West : By Dag No. 412

**Dag No. 414**

Total Area : 21 Decimals  
 Acquire Area : 21 Decimals  
 Nature of Land : **Danga**

North : By Dag no. 413  
 South : By Dag no. 416  
 East : By Dag no. 416  
 West : By part of Dag no. 413 & by part of Dag no. 415

**Dag No. 415**

Total Area : 13 Decimals  
 Acquire Area : 13 Decimals  
 Nature of Land : **Bastu**

North : By Dag no. 412  
 South : By Dag no. 430 & by part of Dag no. 419  
 East : By Part of Dag No. 414 & by part of Dag no. 416  
 West : By Dag no. 412

**Dag No. 416**

Total Area : 16 Decimals  
 Acquire Area : 16 Decimals  
 Nature of Land : **Bas Jhar**

North : By Dag no. 414 & by part of Dag no. 413  
 South : Panchayat Road  
 East : By part of Dag no. 418 & by part of Dag no. 417  
 West : By Dag no. 415.



*M. T. Anwar*  
**Housing Commissioner**  
 West Bengal Housing Board

**M. T. ANWAR**  
 Notary, Regn. No. 4623/07  
 Govt. of India  
 C.M.M.'S Court  
 Kolkata

11 MAR 2011





IN WITNESS WHEREOF, we have executed these presents on this <sup>01<sup>st</sup></sup>.....  
day of..... March .....20..11

1) *[Signature]*

2) Saumen Bhattachayya  
W. B. H. B.

EXECUTED AND DELIVERED  
By the HOUSING COMMISSIONER,  
WEST BENGAL HOUSING BOARD  
For and on behalf of West Bengal Housing Board,  
at Kolkata in the presence of:

*[Signature]*  
**Housing Commissioner**  
West Bengal Housing Board



SIGNATURE ATTESTED  
ON IDENTIFICATION BY  
LD ADVOCATE  
*[Signature]*  
M. T. ANWAR  
NOTARY  
Regn. No. 4623/07  
Govt. of India  
C.M.M.'S Court  
Kolkata

Identified by me  
*[Signature]*  
Padma Das  
Advocate  
C. M. M. Court, Cal

M. T. ANWAR  
Notary, Regn. No. 4623/07  
Govt. of India  
C.M.M.'S Court  
Kolkata

11 MAR 2011

**Housing Commissioner**  
West Bengal Housing Board

THE

DAY OF

20

11 MAR 2018

PAPER WRITINGS 'A'  
&  
THE RELATED  
NOTARIAL CERTIFICATE



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**MD. TAUHID ANWAR**

B. Com, LL.B.

**ADVOCATE**

**&**

**NOTARY**

Government of India

Registration No. 4623/07

Chief Metropolitan Magistrate's Court

Bar Association

2, Bankshall Street, Kolkata - 700 001

**RESIDENCE & CHAMBER**

20/B, Market Street

Kolkata 700 087

Court : (033) 2220-9168

Chamber : (033) 2217-6520

Mobile : 9433218948

9432287519

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DATED THIS 01 DAY OF March 20011.

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POWER OF ATTORNEY

EXECUTED BY

THE WEST BENGAL HOUSING  
BOARD

IN FAVOUR OF

BENGAL MERLIN HOUSING LTD.

Re : Land at Thakdhari - Rajarhat.

