

POA - SAHA.

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 031734

12/25/11

[Handwritten signature]

18/10/12

Certified that the document is submitted
to me by the signature sheet/s and
the attached documents are properly
deposited in the part of this certificate

Attest On Signature
Kinnow South K. Punjab

18 OCT 2012

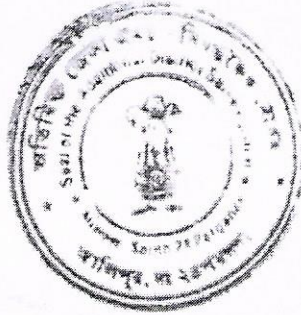
GENERAL
POWER OF ATTORNEY

Serial..... 740
Dt..... 16/10/12
Name.....
Address.....

Nitya Gopal Saha
67, Banskroni Park KOL-70

A. K. Purkayastha (Stamp Vendor)
Alipore Police Court, Kol-27

Rs-100/-



Nitya Gopal Saha
67 Banskroni Park
PO: Banskroni
Kolkata - 700070.

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS
16 OCT 2012

NOW ALL MEN BY THIS POWER OF ATTORNEY

I. **NITYA GOPAL SAHA**, son of Lt. Suresh Chandra Saha, by faith- Hindu, By occupation- business, residing at- 67, Bansdroni Park, P.S.- Regent Park, Kolkata- 700 070,

DO HEREBY NOMINATE, CONSTITUTE AND APPOINT

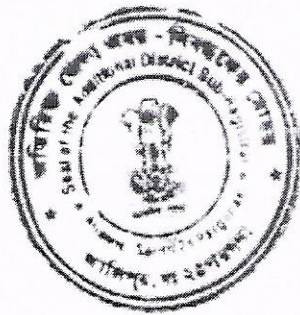
JOYDEEP GHOSH

(Sole Proprietor of the proprietary firm **N E O Construction**, having office at 24/1, Ratan sarkar Garden Street, P.S.- Posta, Kolkata- 700 007)

son of Dilip Kumar Ghosh, by faith- Hindu, by occupation- Business, residing at 24/1, Ratan sarkar Garden Street, P.S.- Posta, Kolkata- 700 007,

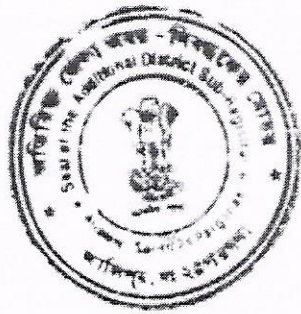
TO BE MY TRUE AND LAWFUL ATTORNEY for in my name and on my behalf, to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things in respect of my property as described in the schedule written hereinafter namely:

1. To work, manage, control and supervise the management of all and administer my said Scheduled property.
2. To negotiate and enter into agreements with tenants, licensees and/or other occupiers on such terms and conditions as the Attorney may think appropriate, to assure and arrange for the alternative accommodation if necessary, to sign and give notice/s to them and to take legal proceedings if necessary for eviction and to quit all trespassers and unauthorized occupiers and vacate or to repair any damage or to abate any nuisance and to engage lawyers for that purpose and to sign Vakalatnama and all pleadings and affidavits and petitions, and to avail of and enforce all remedies open to us in respect thereof.
3. To make, sign and verify all applications or objections to appropriate authorities for all and any licence, permission or consent, etc., required by law in connection with the management of the said Scheduled property.
4. To effect mutation or separation of holding in the Revenue and/or Municipal Records and sign all applications or objections.
5. To appear for and represent us before the Board of Revenue, Collector of any district, Sub-Divisional Officer, any Magistrate, Judge, Munsif and in all Government offices, K.M.C., Improvement Trust, Commissioners of any division, in all matters and things relating to our properties or its affairs.
6. To appear for and represent us in all the courts, civil, criminal or revenue, Judicial or Quasi-Judicial Authority, Department, Magistrate, Judge, Munsif, Commissioners, officers or persons including Labour Tribunals, original, revisional or appellate, in any Registration offices, and in any Government department or office so as to defend our possession, right and title and/or in any way connected with or in relation to the said premises and property.
7. To commence, prosecute, enforce, defend, appeal, answer, and oppose all actions, accept writ of Summons or other legal processes or notices, including any Suits or Arbitrations proceedings and demands touching any of the matters relating to the said premises or any part thereof and to compromise, settle, refer to arbitration, abandon, submit to judgment in any such action or proceedings aforesaid before any Civil or Criminal Court.
8. To sign, execute, verify, declare and file or affirm plaints, written statements, petitions, pleadings, affidavits, verifications, objections, cross-objections, counter claims, applications for execution decrees or orders, revision, representation, review, new trial or stay or of whatsoever nature, Memorandum of Appeal, Swear Affidavits and to accept services of all summonses, notices and other processes of law and to do generally all other acts, deeds and things as the said Attorney in his discretion shall think and deem fit and proper in any proceedings or in any way therewith.
9. To compromise, compound or withdraw cases, or be non-suited to refer to arbitration all disputes and differences.
10. To withdraw and receive documents or money from any court, office, authority, Tribunal, officer, person or opposite party, either in execution of decrees or otherwise, and give release and receipt therefor and to do all the acts that may be necessary in connection with any of such cases.
11. To appoint, engage on my behalf Advocates, lawyers, pleaders, solicitors, persons, firms or companies whenever my said attorney shall think proper to do so and to discharge and/or terminate his or their appointment.
12. To appear before K.M.C.(or any other municipality), C.E.S.C.(or any other electricity board), LIFT Board, Pollution Control Board, Fire Brigade, Land Reformation Authorities and/or any other government or non-Government departments, Judicial or Quasi-Judicial and all other authority/s and/or officer/s concerned, and also all Courts and Tribunals for obtaining sanction, revision, alteration, addition, modification, verification, clearance, permission and/or no objection certificate, completion certificate, exemption certificate, occupation certificate or any other things related to the constructions at the said premises and/or in connection therewith and to obtain the same and for the said purpose, to sign, execute, submit, alter, cancel and approve such applications, maps, plans, representations and all other papers.



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- documents, statements, affidavits, forms, returns, confirmations, consents, undertakings and declarations as may be necessary and/or as the said Attorney shall think and deem fit and proper.
13. To apply for and obtain electricity, gas, water, drainage, sewerage and/or any other system, connection, installations, equipments including LIFT, generator, pump, electric meter, sub-meter and any other fittings, fixtures of any other utilities in the said premises either entirely or for separately to each apartment and also for their maintenance, operating, carrying on, repairing, replacing the completion and other certificates from the K.M.C.(or any other municipality), C.E.S.C.(or any other electricity board), LIFT Board, Pollution Control Board, Fire Brigade, Land Reformation Authorities and/or any other Government or non-Government departments, and for that purpose and/or to make alteration therein and to close down and/or have disconnection of the same and for that to sign, execute and applications, documents and plans and do all other acts, deeds and things as may be deemed fit and proper by our said attorney.
 14. To prepare plans of the said property and to submit the same to K.M.C. and/or other concerned authorities and to obtain approval to the same and any amendments thereto.
 15. To appoint engineers, architects, surveyors, technicians, mechanics, contractors, sub-contractors, workers, labours and/or any other agents, agencies, firms, companies, organisations and to make payments of their fees and charges, to authorise them for various job or purpose, and/or to discharge and/or terminate them or their appointment, as the said Attorney shall think and deem fit and proper.
 16. To approach all concerned authorities under the Urban Land (Ceiling and Regulation) Act 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any other authority made under the provisions of the said Act.
 17. To pay the necessary charges, fees, taxes or dues and to deposit the requisite amounts and/or other outgoings and to appear, represent and carry on correspondence with all concerned authorities including Government Departments, Municipalities, Town Planning Departments and other concerned authorities on account of the said property and receive refunds and other moneys in connection therewith.
 18. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale, transfer, letting out, leasing out and to sell the 50% of the constructed area, along with an additional area of 107 Sq. Ft. equivalent to Rs. 3,00,000/- (Rupees Three Lac) only over the scheduled property as per the sanction plan, containing flats/ apartments/ spaces/ portions/ car parking spaces and/or other sellable area, on ownership basis, along with the proportionate share of land underneath and right of use of common spaces and facilities, to any intending person/s or body/s at such price or prices which our attorney in his absolute discretion think fit and proper, and to sign, execute and deliver such agreements.
 19. To cancel any agreement and forfeit any money advanced by the prospective purchaser, lessee, tenants, for reason of their committing default and/or file suit for specific performances and to realize any unrealized amount together with interest and damages as the case may be and to do all such acts, deeds, matters and things all in respect of the 50% of the constructed area, along with an additional area of 107 Sq. Ft. equivalent to Rs. 3,00,000/- (Rupees Three Lac) only over the scheduled property as per the sanction plan.
 20. To sign and execute and deliver deed/s of conveyance or sale/ lease/ tenancy deeds and all other instruments, deeds, indemnities, undertakings, declarations, assurances, confirmations and to present the same for registration before the Registrar of Assurances, Kolkata or any other District Sub-Registrar or Addl. District Sub-Registrar having jurisdiction concerning the said premises or before any Notary Public and to admit the execution thereof and to take all necessary steps for completing and perfecting such execution and registration in favour of the purchaser or purchasers or their nominee or nominees or assignees and for fully and effectually conveying the property of the developer's allocation, as I could do myself, if personally present.
 21. To deliver possession and/or make over the constructed flats/portions and issue letter of possession and to do and perform all and everything that shall be necessary for completing the sale, lease or tenancy or otherwise in compromise to deal to be finalized, all in respect of the 50% of the constructed area, along with an additional area of 107 Sq. Ft. equivalent to Rs. 3,00,000/- (Rupees Three Lac) only over the scheduled property as per the sanction plan.
 22. To receive all moneys and grant proper receipts and discharge in respect of the amounts to be received on sale, disposal or booking of flats/portions etc. and/or otherwise in connection of the said matters and lands and properties and building and flats/ units/ apartments/ spaces/ portions/ car parking spaces in the said building all in respect of the 50% of the constructed area, along with an additional area of 107 Sq. Ft. equivalent to Rs. 3,00,000/- (Rupees Three Lac) only over the scheduled property as per the sanction plan.
 23. To insure the property against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short-circuits, bursting of gas cylinders and floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the multistoried buildings and other assets and lives therein as the Attorney may think proper.
 24. To let out and/or otherwise settle all and/or any part or parts of our said Scheduled property on rent, selami, premium, on monthly tenancy basis, license or lease and to realise all rents, issues and profits thereof and to accept, surrender of license, leases and tenancies and to evict all trespassers and other unauthorized occupiers.



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25. To make advertisements, hung up advertisement boards upon the said property and do all other things that might be required for the purpose of sale of the flats in the said premises.
26. To ask, receive and realize from all occupiers or purchasers of flats, charges, expenses, rates, cesses and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realisation thereof.
27. To do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.
28. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
29. To substitute and appoint in its place and stead one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.
- ~~30. To exercise any right vested in me regarding the said property without any interference, and to do all other things that might be required for the purpose of sale of the flats in the said premises.~~
31. All money received in lieu of sale or transfer or sale agreement or any other source in respect of the said scheduled property to be deposited in the principal's bank account, against proper receipt.
32. All cost for the above purposes will be borne by the principal.

AND GENERALLY to do, execute and perform any/all other act or acts, deed or deeds, matter or things whatsoever of which in the opinion of my said attorney ought to be done, executed and performed in relation to my property, as fully and effectually in all respect as I could do the same myself, if personally present

AND I DO HEREBY RATIFY AND CONFIRM and agree and undertake to ratify and confirm all and whatsoever my said attorney under the power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the power, authorities and liberties, hereby conferred upon under and by virtue of this Deed.

BE IT EXPRESSLY STATED THAT this Power of Attorney does not create, constitute, assume any kind of transfer or enjoyment or making profit in favour of the attorney.

SCHEDULE
(THE PREMISES)

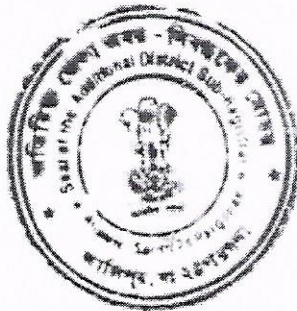
ALL THAT a piece or parcel of Baastu land together with 700 Sq. Ft. Asbestos Shed & 300 Sq. Ft. Pacca structure standing thereon, having, Municipal Premises no. 146, Bansdroni Park, Assessee no. 31-113-06-0146-0, Ward No. 113, Borough -XI of The Kolkata Municipal Corporation, being Postal Premises No. 67, Bansdroni Park, Kolkata - 700070, within the jurisdiction of Police Station - Regent Park of Kolkata Police, Sub-Registry Office - Alipore, District - South 24 Parganas, West Bengal.

The land is measuring more or less **3 Cottah 8 Chittak**, (scheme plot no. 75) consisting of

- (I) **2 Cottah 8 Chittak** of land, be it a little more or less, lying or situated at Mouza - Bansdroni, J. L. No. 45, Touji No. 63/64, Pargana - Magura, R.S. Dag No. 1257 of Khatian No. 84.
- (II) **1 Cottah 0 Chittak** of land, be it a little more or less, lying or situated at Mouza - Bansdroni, J. L. No. 45, Touji No. 11, Pargana - Magura, R.S. Dag No. 1248 of Khatian No. 902.

The property is butted and bounded by:-

- ON THE NORTH : 66, Bansdroni Park, (Property of Deb family),
Plot No. 74(Dag No.1257&1248 by portion)
- ON THE EAST : 20' wide Road. (Dag No. 1248)
- ON THE SOUTH : 76, Bansdroni Park, (Property of Prabal Chatterji),
Plot No. 76(Dag No.1257&1248 by portion)
- ON THE WEST : property of Das family & 4'9" wide common passage.(DagNo.1260)



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