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पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

  
District Sub-Registrar-II  
Alipore, South 24 Parganas

POWER OF ATTORNEY FOR DEVELOPMENT

24 JUL 2017

KNOW BY ALL THESE PRESENTS I, DR. SWAPAN KUMAR DATTA (PAN - AATPD6799G), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, by faith- Hindu, by Nationality- Indian, Residing at, Rajiv Gandhi Chowk, P.O.- Bilaspur, P.S.- Civil Line Bilaspur, Dist.- Bilaspur, Chhattisgarh - 495001, is the absolute owner of **ALL THAT** piece or parcel of Bastu land measuring about 02 Cottahs 06 Chattaks, more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No., 815, Motilal Gupta Road, Road Zone - (Rammohan Roy Road -- Sodepur 1st



06 JUL 2017

3001

No. .... Rs. 50/- Date. ....

Name: *Biswambar Paul*

Address: .....

Vendor: .....

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol - 27

*Paul*

Advocate  
Alipur Police Court  
Kolkata - 27



District Sub-Register-II  
Alipore, South 24 Parganas

24 JUL 2017

*Identified by me  
Biswambar Paul  
Adm.  
Of, Alipore Police Court,  
P.O. & P.S. - Alipore,  
Kol - 27.*

Lane / ...  
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Lane/Premises Located on Rd) (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, along with all easement attached thereto, the description of which is fully and particularly referred in the Schedule hereunder written.

Whereas on 06.07.17, I have entered into a registered Development Agreement with **NILIMA CONSTRUCTION (PAN-AGEPB8150E)**, having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station - Haridevpur, Kolkata 700082, represented by its Sole Proprietor **SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E)**, son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata -700082, under certain terms and conditions contained therein and hereinafter referred to as the "SAID DEVELOPMENT AGREEMENT".

**NOW BY THIS POWER OF ATTORNEY,** I the executant herein do hereby nominate, constitute and authorize **SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E)**, son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata - 700082, Proprietor **NILIMA CONSTRUCTION**, having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station -

Haridevpur, Kolkata 700082, as my true and lawful attorney in my names and on my behalf to do execute all or any of the following acts, deeds and things hereunder provided:

1. To develop my said schedule below property and to construct a building upon the said property in accordance with the Sanctioned building plan, by the Kolkata Municipal Corporation.
2. To make sign, execute, cancel, alter, draw, approve and all papers, documents, declarations, affidavits, applications, returns, sign the building plan for sanction from K.M.C, confirmations and consents as may in any way be required to be so done, for and on connection with the said premises on behalf of me.
3. To supervise the construction of the building and or structure according to the sanctioned building plan, in respect of the said premises as mentioned in the schedule herein under and to that effect to get signed, pursue and collect on my behalf all such or relevant applications, documents and any representations and whatsoever manner or nature that is to be done.



4. To appoint and engage any solicitor, counsel, advocates or other lawyer or lawyers to sign and verify any petition for the grant, to affirm any affidivits, enter or lodge any caveat or to apply for its discharge.
5. That My said attorney shall have ample power to mortgage/lien entire/part of the schedule mentioned property (to the extent of the Developer's Allocations only), before any Bank or Financial institute/NBFC for taking mortgage loan/financial support/assistance from the said Bank/Financial institute/ NBFC for smooth sailing of the proposed construction work, on behalf of me.
6. That my said attorney shall have full right to institute, prosecute and/or defends suits of other actions and proceedings, appeals in any court anywhere within civil, criminal, revenue, revision or before any tribunal on behalf of me and to execute warrant sign vakalatnama, to act and plead, to sign and verify plaints, written statements petitions and other pleading under article 226 of the constitution of India and also to present any Memorandum of Appeal, tribunal statement, inventories to accept service of summons, notice and other legal

processes, enforce judgment, execute any decree of order, to appoint and engage on my behalf, pleaders Attorneys, counsel and other legal agents as my said Attorney may think fit and proper and to adjust settle all accounts, to refer to arbitration all disputes and differences, to withdraw the same or to be non-suited and to receive deliver of documents or payments of any money from any court, office or opposite party either in execution of decree or order or otherwise as he shall think fit and proper at his cost.

7. That My said attorney shall have ample power to negotiate on terms and to agree and/or to enter into an Agreement/s for Sale or Memo of understanding with any intending purchaser/s or his /their nominated person/s for selling of Developer's Allocation and to present the Deed of Conveyance/s for registration and to receive the money / sale consideration and sign and or to admit execution before the registration office having authority and to have the said Deed of Conveyance/s and registered and to issue receipts thereof and to receive consideration money and to do acts deeds and things for the purpose of selling proportionate share in the land of My schedule below properties which my said attorney shall think fit and proper



unto and in-favour of any intending purchaser or purchasers on my behalf as fully and effectually in all respects as I could do myself if personally present and except the Owner's allocation as per Registered Development Agreement, but the said Sale/transfer may happen only after handing over the Owner's Allocation, according to the said Registered Development Agreement.

8. To sign and execute any agreement /s for sale, Deed of Conveyance/s in respect of the Developer's Allocation as per Agreement dated 06.07.17 together with undivided proportionate share of land underneath and the common user of the common areas and facilities attached in the said building according to the terms and conditions contained in the said Development Agreement regarding flats, car parking spaces both covered to be constructed, in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in the name of their Partnership Firm and to give or issue valid receipts for the same.

9. In case of Sale, to execute, sign proper Agreement/s for Sale, Deed of Conveyance/s in respect of the different saleable flat/s, car parking space/s and other parts thereof in favour of the intending buyer/s and to give construction and physical possession of the said flat/s, car parking spaces and commercial spaces and to present before the Register of Assurances, Additional District Sub Register and District Sub Register, all Deed of Conveyance/s, Agreement/s for Sale for registration in my name and on my behalf in respect of Developer's Allocation as per Registered Agreement, and to receive consideration money either in cash, cheques or drafts from the intending buyer/s in the name of the Partnership Firm and to credit the said amount in the Firm's account and to give valid receipts and discharge the same only for the Developer's allocation as mentioned in the said registered Development Agreement as mentioned above.
  
10. To apply for and obtain temporary and permanent connection from the Kolkata Municipal Corporation for water supply, electricity, drainage, sewerage, gas and/or power in respect of the said building required for the construction, use and enjoyment of the said building and to sign all such applications, forms and documents as shall be



required for the said Development of the project at **ALL THAT** piece or parcel of Bastu land measuring about 02 Cottahs 06 Chattaks, more or less, which is lying and situated under Mouza--Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road, Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on-Rd) (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, TOGETHER WITH all easement rights benefits, facilities and other advantages attached therein.

11. To supervise, manage and conduct all sorts of administration in respect of the Schedule below land and to handle all sorts of official matters, letters arisen in course of concerned matters in connection with my said property.
12. AND to do all other acts, deeds and things which my said attorney shall deem fit and proper for the management, control and supervision of My said property as effectively as I could do if personally present.

AND I do hereby agree to ratify and confirm all or whatsoever there acts, deeds and things which my said Attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the construction of the said building upon the said SCHEDULE below property, sale and/or any other necessary matters in respect of the Developer's allocation as aforesaid regarding construction work of the proposed building at **ALL THAT** piece or parcel of Bastu land measuring about 02 Cottahs 06 Chattaks, more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road, Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on Rd) (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, and also in connection with the sale of the Flat/s, Car Parking Space/s, Covered space/s, Commercial space/s in respect of the Developer's Allocation except the Owner's allocation in terms of this registered Development Agreement under and by virtue of this registered Development Power of Attorney.



THE SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

**ALL THAT** piece or parcel of Bastu land measuring about 02 Cottahs 06 Chattaks, more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.- 12, being KMC Premises No. 815, Motilal Gupta Road, Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on Rd) (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, TOGETHER WITH all easement rights benefits, facilities and other advantages attached therein and the said property in its entirety is butted and bounded in the manner following;

TO THE NORTH : Land of Santośh Kumar Datta.

TO THE SOUTH : 12.5 feet Metal Road.

TO THE EAST : Motilal Gupta Road.

TO THE WEST : Land of R.S. Dag No. 136.