

37. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
38. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex and to form any Association, Society, Syndicate, Company or other body for the Common Purposes.
39. To contest or challenge any proceeding relating to vesting or acquisition or requisition or relating to any encumbrance, obligation or liability on the Subject Property or any part thereof and to attend hearings and object or settle with them and to receive compensations and other moneys payable in respect of acquisition and/or requisition of the Subject Property or any part thereof and utilize the same in accordance with the terms and conditions of the Development Agreement.
40. To deal with the Government of West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
41. For all or any of the purposes hereinstated to appear and represent the Principal before the Rashpunj Gram Panchayat, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, B.L. & L.R.O., D.L. & L.R.O., Zilla Parishad, MED, Collector, District Magistrate, ADM, Municipality/Panchayet, Fire Brigade, Planning Authority, Development Authority, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, the authorities under The West Bengal Apartment Ownership Act, Registrar of Co-operative any other Society, Registrar of Companies, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & Development) Act, Apartment Ownership Act, Societies Registration Act, Co-operative Societies Act, Companies Act, Development Authority, Pollution Control Authorities, Environment Authorities, Licensing Authorities, Police Authorities, Traffic Department, Directorate of Fire Services, Directorate of Lifts, Directorate of Electricity, Insurance Companies, Electricity, Water and other service provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, land and other authorities and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the Attorneys or any of them may deem fit and proper.

42. To appear and represent the Principal before any Notary Public, Registrar of Assurance, District Registrar, Sub-Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all documents instruments and writings executed by the Attorneys or any of them by virtue of the powers hereby conferred.
  43. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions, review, arbitration proceedings and other legal proceedings and demands civil criminal or revenue concerning and/or touching any of the matters hereinstated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi Judicial authorities and forums, Statutory authorities, presiding officers, authorized officers etc. and to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasions shall require and/or as the Attorneys or any of them may think fit and proper.
  44. To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
  45. To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes hereinstated and to give valid and effectual receipts in respect thereof.
  46. To receive all letters parcels or other postal articles and documents in respect of the Subject Property and to grant proper and effectual receipts thereof.
  47. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
- IV. **AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property and the Project and related

purposes which the Principal itself could have lawfully done under their own hands and seal, if personally present.

V. **AND** the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whatever their said Attorney or Attorneys have done or shall lawfully do or cause to be done in or about the premises aforesaid.

VI. **AND** it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement and by executing this Power of Attorney the obligations of the Principal or consequences for non compliance under the Development Agreement shall not be affected.

**THE SCHEDULE ABOVE REFERRED TO:**  
**(SUBJECT PROPERTY)**

**ALL THAT** pieces of parcels of contiguous and adjacent plots of land in a single compound containing an area of **150.40 Decimals** more or less comprised in L.R. Dag Nos. 432, 434, 435, 436, 437 and 438 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: out of the said project land 118.6 satak of remaining land to be retained by the owners.

<b>R.S. Dag and Khatian Number</b>	<b>L.R. Dag and Khatian Number</b>	<b>Area</b>
Dag No. 376 recorded in Khatian No. 329, 275	Dag No. 432 recorded in Khatian Nos. 275, 329, 832 and 1022	54.70
Dag No. 378 recorded in Khatian No. 504	Dag No. 434 recorded in Khatian No. 504	32.00
Dag No. 379 recorded in Khatian No. 41	Dag No. 435 recorded in Khatian Nos. 139 and 703	31.40
Dag No. 380 recorded in Khatian No. 92	Dag No. 436 recorded in Khatian Nos. 123, 247, 298, 605 and 648	11.20
Dag No. 381 recorded in	Dag No. 437 recorded	

Khatian No. 17, 586, 740, 763	in Khatian Nos. 17, 586, 740 and 763	20.40
Dag No. 382 recorder in Khatian No.	Dag No. 438 recorded in Khatian No. 207.	0.70
	Total	150.40

*B. S. Jaiswal*

The said Property is bounded as follows:

- On the North : By 10 Mtr wide Road & R. S. Dag Nos. 377 & 382;  
 On the South : By Land of R. S. Dag Nos. 12 & 21 of Mouza-Kajirhat;  
 On the East : By 10 Mtr wide Road & R. S. Dag Nos. 380 & 382;  
 On the West : By Land of R. S. Dag Nos. 375.

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

**IN WITNESS WHEREOF** the Principal hereto has hereunto set and subscribed their respective hands and seal on this 22nd day of December Two Thousand and Seventeen

**EXECUTED AND DELIVERED** by the **PRINCIPAL** abovenamed at Kolkata in the presence of:

WITNESSES:

1. *Abin Sefai*

2. *Pratibha Saha*  
*Udayanpur*  
*Buradipin*

Drafted by:-

*Abin Sefai*  
 Advocate, F. 16/99  
 Alipore Police Court,  
 Kolkata - 700 027

*Shiv Nketan*  
 Tutoria Construction Pvt. Ltd.  
 Director.

**PRINCIPAL**  
**SHIV NIKETAN (P) LTD.**

*Shiv Nketan*  
 Director  
**ATTORNEY**

Thumb

1st finger

middle finger

ring finger

small finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....

Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Arjun Bhutoria

Signature 





Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Lalit Kumar Bhutoria

Signature 