



STAMP APPLIED BY
5/9/24
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE



POWER OF ATTORNEY FOR DEVELOPMENT OF LAND
KNOW ALL MEN BY THESE PRESENTS SMT. BELA

BHATTACHARYA (PAN : GSRPB3398R), wife of Sri Dinabandhu Bhattacharya, a Housewife, by religion Hindu, by nationality Indian, residing at Boral, Post Office : Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District : South 24 Parganas, hereinafter called and referred to as the **PRINCIPAL**, does hereby give and grant this General Power of Attorney for the land, mentioned herein, to and in favour of (1) **SRI UDAY SARKAR** (PAN : BXYPS 7968 D), son of Late Anath Nath Sarkar and residing at Boral Majherpara, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District : South 24 Parganas, (2) **SMT. SUTAPA DEY** (PAN : CAHPD 5975 J), wife of Sri Soumen Dey and residing at Boral Majherpara, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District South 24 Parganas AND (3) **SRI SOUVIK DEY** (PAN : EDVPD 4685 N), son of Sri Soumen Dey, by religion Hindu, by nationality Indian, by occupation Business and residing at Boral Majher Para, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District : South 24 Parganas, being the Partners of **NIVANJALI CONSTRUCTION** (PAN : AATFN 7992 H), a Partnership Firm, having its office at Boral, Majher Para, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District South 24 Parganas, hereinafter jointly called and referred to as the **ATTORNEY**.

WHEREAS the Land Owner, i.e. the **PRINCIPAL**, has become the sole and absolute Owner and Possessor of **ALL THAT** the piece and parcel of Bastu Land, measuring about 04 (Four) Cottahs and 04 (Four) Chittacks, out of which land area measuring about 03 (Three) Cottahs, 12 (Twelve) Chittacks and 07 (Seven) Sq. Ft., is lying under R.S. Khatian No. 240 and R.S. Dag No. 393 and a portion of Land measuring about 07 (Seven) Chittacks and 38 (Thirty Eight) Sq. Ft., is lying under R.S. Khatian No. 196 and Dag No. 392, lying and situate within the District : South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub Registrar Office at Garia (previously Sonarpur), Pargana Magura, Mouza Boral, J.L. No. 61, appertaining to R.S. Khatian 240 and 196, corresponding to L.R. Khatian No. 4320, comprising R.S. Dag No. 392 and 393, corresponding to L.R. Dag Nos. 518 and 519, within the jurisdiction of Rajpur



Not Responsible for Content

Bela Bhattacharya

Sonarpur Municipality, Ward No. 34 and being known and numbered as the Holding No. 244, Boral - B, Kolkata 700154 and assessed under Assessment No. 1104302056672, purchased from the then Owners namely Swapan Aich and Sanjib Aich (both are sons of Dinesh Aich), by virtue of execution and registration of the Deed of Conveyance (Scripted in Bengali as Saf Bikroy Kobala Dalil) dated 21.05.2007. The said Deed was registered at the Office of the Additional District SubRegistrar at Sonarpur and recorded in Book No. I, Volume No. 73, from 231 to 238 Pages and being Deed No. 3748 for the year 2007.

During her such sole, absolute and peaceful possession and enjoyment of the said property, the said Bela Bhattacharya, being the Land Owner as well as the PRINCIPAL herein-named gives this General Power of Attorney to the above named ATTORNEY, i.e. the DEVELOPER, namely Sri Souvik Dey, Sri Uday Sarkar and Smt. Sutapa Dey, being the Partners of NIVANJALI CONSTRUCTION, to construct a multi storied building thereon the said property. The PRINCIPAL and the DEVELOPER agree on the Allocations of both the PRINCIPAL and the DEVELOPER are as follows:

➤ THE PRINCIPAL'S ALLOCATION (being the Land Owner herein-named) WILL CONSIST OF:

The "PRINCIPAL'S ALLOCATION" shall mean, in exchange of the land, the PRINCIPAL will be provided with 40% of the constructed area to be constructed on the basis of the Building Plan, to be sanctioned by the Competent Authority of The Rajpur Sonarpur Municipality, i.e.,

- One Self Sufficient Residential Flat, at the North - Western Side of the First Floor, measuring about 618 (Six Hundred and Eighteen) Sq. Ft. of Built Up Area;
- One Self Sufficient Residential Flat, at the South - Western Side of the Second Floor, measuring about 617 (Six Hundred and Seventeen) Sq. Ft. of Built Up Area;
- One Self Sufficient Residential Flat, at the South - North - Eastern Side of the Third Floor, measuring about 608 (Six Hundred and Eight) Sq. Ft. of Built Up Area
- The remaining 40% (Forty Percent) of the Constructed Area shall be adjusted from the Third Floor;
- 40% (Forty Percent) of the entire Car Parking Spaces on the Ground Floor --

TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the DEVELOPER at his own cost or at the cost of his nominees ALONG WITH the common users, facilities,

Bela Bhattacharya

Not Responsible for Content



amenities, and common roof right.

➤ THE DEVELOPER'S ALLOCATION (being the ATTORNEY herein-named) WILL CONSIST OF:

The "DEVELOPER'S ALLOCATION" shall mean the remaining allocation out of the total constructed area, to be constructed, out of the proposed G + III storied building, on the basis of the Building Plan, to be sanctioned by the Competent Authority of The Rajpur Sonarpur Municipality TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the DEVELOPER at it's own cost or at the cost of it's nominees ALONG WITH the common users, facilities, amenities, and common roof right.

The roof of the building will remain common to both the parties herein.

The DEVELOPER is being provided with the right to dispose of its allocation, as per it's choice, against receipt of the consideration amount as it may seem fit and proper.

It is further to be mentioned here that because of her various problem, the PRINCIPAL herein is facing difficulties to look-after, manage, maintain and execute the various required acts and jobs in respect of the above mentioned as well as Schedule mentioned property and it has become next to impossible for her to present herself physically whenever and wherever required for the purpose of various acts and jobs required to look-after, manage, maintain and execute the various day-to-day requirement for peaceful and better use, enjoyment and execution of various acts and/or deeds in respect of the building thereon, at the Schedule mentioned property and hence she does hereby authorize and/or appoint and/or nominate the DEVELOPER, namely Sri Uday Sarkar, Smt. Sutapa Dey and Sri Souvik Dey, being the Partners of NIVANJALI CONSTRUCTION, to be her true and lawful Attorney, to act for her and in her name and on her behalf to do, execute and/or perform all or any of the following acts, deeds, matters & things:-

1) To represent the PRINCIPAL before any and/or every Concerned Authority/s in relation with any and/or every type of work in respect of the Schedule mentioned property.

2) To enter into the said Premises and to hold and possess the said premises and take all actions, for commercially exploiting and developing the said premises, soil testing,

Bela Bhattacharya

Not Responsible for Content



making the boundary walls, to construct building, etc.

3) To appoint engineers, architects, contractors and other agents and sub - contractors as the said ATTORNEY shall think fit and proper and to make payment of their fees and charges.

4) To approach and/or make applications before various Concerned Departments of The Rajpur Sonarpur Municipality, like Building assessment, water supply, drainage, etc., including signing on the required papers and/or documents and plans for getting necessary permission, sanction, re-sanction, alteration, addition, verification, modification to get the plan sanctioned and to get connections like water, electric supply, drainage, etc. in the name of the PRINCIPAL and/or on behalf of her and to take delivery of the said permission, sanction, re-sanction, alteration, addition, verification, modification, etc. from the Concerned Departments and/or Authorities of the Rajpur Sonarpur Municipality. The ATTORNEY is hereby authorized to sign on the Building Plan and/or any deviation/ addition/ alteration of the same for submitting the same before The Rajpur Sonarpur Municipality or any other Concerned Authority/s including Layout Plan for water supply and drainage as also for the purpose of regularizing the deviations/ alterations/ addition plan as also any matter related with the Commencement Certificate and the Completion Certificate.

5) To make various deposits / apply for getting connection / sign / disconnection into the various Concerned Department/s of the C.E.S.C. / WBSEDCL in respect of the Schedule mentioned property, to pay any amount for getting new connection, to pay electric bills and also to get refund for any excess payment and to issue proper and valid receipt for the same.

6) To make various deposits into the various Concerned Department/s and/or Authority/s and/or Office/s including The Rajpur Sonarpur Municipality, KMDA, B.L. & L.R.O., C.E.S.C., WBSEDCL, etc. in respect of the Schedule mentioned property and also to get refund for any excess payment and to issue proper and valid receipt for the same.

7) To approach and / or apply and / or sign various papers and / or documents for getting necessary mutation, conversion, etc., of the property, before the Competent Authority of the B.L. & L.R.O. and sign and / or receive necessary certificate for the same.

8) To apply for and obtain steel, bricks, cements and other construction materials in the name of the PRINCIPAL and to sign necessary applications and papers

Bela Bhattacharya

Not Responsible for Content



for constructing the new building without any liability whatsoever of the PRINCIPAL either financially or otherwise.

9) To sign, execute, cancel, alter, draw, approve and all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanction of plan and any other purpose for construction of the new building at the said premises on account of the owner of the said premises without making liability upon the PRINCIPAL.

10) To do all acts, deeds, matters and things in respect of the property mentioned in the Schedule here-below and to represent the PRINCIPAL before and correspond with the Concerned Authority/s for any of the matters relating to the property under the Schedule here below.

11) To do and/or perform any necessary and required acts, deeds, matters for the purpose of better use and enjoyment of the property under the Schedule herein.

12) To insure the said property against damage, fire, tempest, riots, flood, earthquake or otherwise as it stands fit and proper.

13) To represent the PRINCIPAL before the Registrar, Sub-Registrar and/or other such Authorities in all connections with execution and registration of the required Declaration etc. and/or Rectification of the required Deeds and/or any other Documents (including Agreement for Sale, Sale Deed or any other type of Deed of Transfer of Developer's Allocation only) in relation with the property, as the occasion may require.

14) The ATTORNEY will remain eligible to execute Agreement for Sale and /or Deed of Sale and /or other kind of transfer Deed and if necessary make the same registered in respect of the entire Developer's Allocation, out of the proposed building and the amount to be realized there-from will be considered as the DEVELOPER's share and the same can be utilized by it as per its desire.

15) To accept for the PRINCIPAL and in her name or on her behalf, service of any Writ or Summons or other legal process and to appear in any or all Courts of Law and/or Magistrate and/or Judicial Officer and/or any Tribunal or any other Hearing Office or Competent Person/s of any other Office/s whatsoever as by the said ATTORNEY shall deem advisable and to commence any action and/or other proceeding/s or to prosecute or discontinue or become non-suited as the said ATTORNEY shall see cause, then also to take such other lawful ways and means for recovering or getting in any such

Bela Bhattacharya

Not Responsible for Content



manner or other thing whatsoever which the said ATTORNEY be convinced and conceived to be due/ owing/ belonging or payable to her, by any person and/or any Firm and/or Body Corporate and also to appoint any Solicitor and/or Advocates and/or Agents and/or Lawyers and/or Authorized Person to prosecute and/or to defend the cause as occasions may arise either in her name or in the name of the ATTORNEY in relation with the Schedule mentioned property.

16) To appoint Pleader/s, Solicitor/s, Advocate/s, Authorized Person/s, Lawyer/s, Agent/s to appear and to act in any Court of Law or before any Authority as may be needed and to revoke such appointment and to substitute any other in her place and stead in relation with the Schedule mentioned property.

17) To sign, verify and execute Plaint/s, Written Statement/s, Counter Claim/s, Appeal/s, Review/s, Application/s, Objection/s, Affidavit/s, Authority/s, Paper/s & Document/s of every description that may be necessary to be signed, verified & executed for the purpose of Suit/s, Action/s, Appeal/s & Proceeding/s of any kind whatsoever in any Court of Law or Equity, whether of Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by Lawful Authority and to do all acts, deeds and things and to appear and/or to make Petitions and/or Applications in any such Court or Courts aforesaid in any Suit/s, Action/s, Appeal/s and/or Proceeding/s brought and/or commenced and/or to defend, answer or oppose the same or suffer Judgment/s or Decree/s to be or had given, taken or pronounced in any such Suit/s, Action/s, Appeal/s, Proceeding/s and to execute Decree/s as the said ATTORNEY shall be advised or think proper.

18) To receive from any Court or any Officer thereof or from any person, firm or body /corporate any amounts due and payable to the PRINCIPAL on any account whatsoever and to give, sign and execute all papers, receipts, release and discharge the same in respect of the Schedule mentioned property.

19) To do all other acts, deeds, matters and things, which may be necessary to be done for rendering these presents valid and effectual in all intents and purposes according to the Laws and Custom of India and particularly of West Bengal.

20) By virtue of this Revocable Power, the ATTORNEY will remain entitled to sell out and/or transfer all the units out of the Developer's Allocation only.

21) AND THE PRINCIPAL DOES HEREBY DECLARE that this Revocable

Bela Bhattacharya

Not Responsible for Content



power of Attorney is given in favour of the said ATTORNEY and accordingly the said ATTORNEY shall be entitled to exercise independently the powers conferred upon her by this Power, in respect of the matters, related with the Schedule mentioned property and to do whatever necessary towards the successful materialization of the Development Work.

22) AND THE PRINCIPAL DOES HEREBY DECLARE to ratify and confirm whatsoever the said ATTORNEY shall do for the betterment of the property by virtue of these presents and the PRINCIPAL will not act adversely in respect of the instant Power.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND PROPERTY)

ALL THAT the piece and parcel of Bastu Land, measuring about 04 (Four) Cottahs and 04 (Four) Chittacks, out of which land area measuring about :

- 03 (Three) Cottahs 12 (Twelve) Chittacks and 07 (Seven) Sq. Ft., is lying under R.S. Khatian No. 240 and R.S. Dag No. 393 and
- 07 (Seven) Chittacks and 38 (Thirty Eight) Sq. Ft., is lying under R.S. Khatian No. 196 and Dag No. 392;

-- lying and situate within the District : South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub - Registrar Office at Garia (previously Sonarpur), Pargana Magura, Mouza Boral, J.L. No. 61, appertaining to R.S. Khatian 240 and 196, corresponding to L.R. Khatian No. 4320, comprising R.S. Dag No. 392 and 393, corresponding to L.R. Dag No. 518 and 519, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 34 and being known and numbered as the Holding No. 244, Boral - B, Kolkata - 700154 and assessed under Assessment No. 1104302056672.

The property is butted and bounded by:

ON THE NORTH : 10'-00" wide Common Passage;

ON THE SOUTH : Property under R.S. Dag No. 394;

ON THE EAST : Property under R.S. Dag No. 392;

ON THE WEST : Feet wide Rajpur Sonarpur Municipal Road.



Bela Bhattacharya

Not Responsible for Content

IN WITNESS WHEREOF the PRINCIPAL herein has put her signature on this the day, month, year after going through the contents, understanding the meaning and realizing the results thereof.

THIS THE 11TH DAY OF AUGUST, 2024. A.D.

IN THE PRESENCE OF:

- (1) Debarish Bhattacharjee
Boral Mayher Para.
P.O Boral
Kolkata-700154.

Bela Bhattacharya



SIGNATURE OF THE PRINCIPAL

Accepted the Power & undertake to act accordingly (without prejudicing or affecting the interest of the PRINCIPAL herein-named):

BELA BHATTACHARYA
 Signed before me by Mr./Mrs.
 and Identified by his/her Passport No. TR998282
 Issued at ABU DHABI
 on 11/08/2024
 not responsible for the contents.

(2)

Amit Kumar Singh
Attaché (Consular)
Embassy of India
Abu Dhabi, UAE

08 AUG 2024

SIGNATURE OF THE REPRESENTATIVE OF
 EMBASSY OF INDIA, ABU DHABI, UAE