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KOLKATA COLLECTORATE

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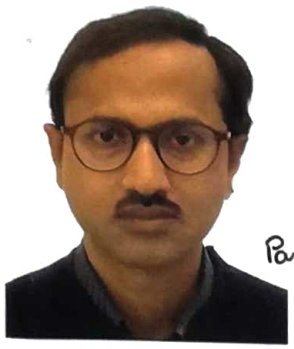

Partho Sarothi Ray

THIS POWER OF ATTORNEY is made this Twenty-sixth day of April Two Thousand and Twenty Three (26 April, 2023) **BY PARTHO SAROTHI RAY** (PAN APWPR8061F and Aadhaar No. 590505676884) son of Late Mr. Mridul Kumar Ray, Indian national, by faith Hindu by occupation service and permanent resident at 96/2 Rajdanga School Road, Kolkata, Pin Code 700107 PO Kasba PS Kasba hereinafter referred to as the **OWNER** in favour of **SWASTIC PROJECTS PRIVATE LIMITED** a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat (hereinafter called the **ATTORNEY**).

WHEREAS:

A. The Owner is along with other co-sharers absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 15 (fifteen) chittacksand 21 (twenty one) sq. ft. be the same a little more or less lying situate at and/or being premises No. 8, Satish Mukherjee Road, Kolkata 700 026 PS Tollygungein ward No. 84 of the Kolkata Municipal Corporation (morefully and particularly mentioned

and described in the **SCHEDULE** hereunder written and is hereinafter for the sake of brevity referred to as the said **PREMISES**).

B. All the owners of the said Premises have by an agreement (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) granted and/or agreed to grant the exclusive right of development of the said Premises unto and in favour of the Developer and in terms thereof they are required to sign and execute a power of attorney in favour of the Developer i.e. the attorney herein.

C. The Owner is in terms of the said Development Agreement desirous of appointing nominating and constituting the Attorney herein as his true and lawful Attorney for and on behalf of the Owner in his name place and stead to severally do the following acts deeds matters and things in respect of the said Premises, in terms of the said Development Agreement.

NOW KNOW YE ALL THESE PRESENTS WITNESSETH that I, **PARTHO SAROTHI RAY** (PAN APWPR8061F and Aadhaar No. 590505676884) son of Late MrMridul Kumar Ray, Indian national, by faith Hindu by occupation service and permanent resident at 96/2 Rajdanga School Road, Kolkata, Pin Code 700107 PO Kasba PS Kasba hereinafter referred to as the **OWNER** as aforesaid doth hereby nominate appoint and constitute **SWASTIC PROJECTS PRIVATE LIMITED** a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat to be my true and lawful attorney for and on my behalf and in my name place and stead at my costs to severally do the following acts deeds matters and things in respect of the said Premises that is to say: -

1. To have the name of the Owner to be mutated in the records of the Kolkata Municipal Corporation and for that to sign all papers, documents, applications and others as maybe necessary or be required in this regard.

2. To have the said Premises amalgamated and merged with the adjoining property No. 6, Satish Mukherjee Road, Kolkata 700 026 PS Tollygunge and for that to sign and execute all necessary deeds, applications, maps, plans etc.

3. To sign, execute and register the necessary sale deed and/or deed of exchange that maybe necessary or be required for having the said Premises and the said the adjoining property No. 6, Satish Mukherjee Road, Kolkata 700 026 PS Tollygunge to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation

4. To apply for and obtain sanction of the building plan from the Kolkata Municipal Corporation and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.

5. To sign and submit all applications maps plans specification and obtain the same thereof upon sanction in respect any new plan and/or any modification or alterations thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.

6. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said Premises and also to sign other documents as may be required by the authorities from time to time.

7. To negotiate, settle and have vacated the trespassers, tenants and/or occupiers at the said Premises and for that to sign and execute all necessary agreements, papers, deeds, documents.

8. To appear and represent the Owner before the Kolkata Municipal Corporation, Building Tribunal and other authorities concerned regarding any notice received or served on the Owner in respect of the said Premises and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on our behalf before the authorities concerned.

9. To appear and represent the Owner before the necessary authorities including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal, Kolkata Police in connection with the sanction modification or alteration of the plans.

10. To apply for electricity, water, drainage, lift or of any other utility in the said Premises and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer execute and submit all papers applications documents and plans and to do all other acts deeds and things as may be deemed fit and proper by the Attorney.

11. To apply for and obtain licenses and permissions that maybe necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said Premises to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.

2. To enter into agreement for sale, transfer or otherwise in respect of the Developer's Allocation under the said Development Agreement.

13. To sign and execute any deed of conveyance and/or transfer and/or tenancy and/or sub-tenancy as may be necessary or be required from time to time in respect of the Developer's Allocation under the said Development Agreement.

14. To appear and represent me before any Notary Public, Registrar of Assurances, District Registrar Sub-Registrar of Assurances or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents, and instruments executed and signed by the said Attorney in any manner concerning the Developer's Allocation under the said Development Agreement and/or anything relating to the said Development Agreement.

15. To cause any Deed of Conveyance or document or instrument in respect of the Developer's Allocation under the said Development Agreement, to be registered and for the said purposes to sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.

16. To commence prosecute enforce defend answer and oppose all actions and proceedings concerning in anyway the said Premises or any part thereof including those relating to acquisition and/or requisition in which the Owner is now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.

17. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.

18. To sign affirm and verify plaint, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said Premises or any part thereof.

AND GENERALLY, to do all acts and things concerning the powers herein conferred in respect of the said Premises which the Owner could have done lawfully under his own hands if present personally. AND I the said Owner doth hereby agree ratify and confirm all and whatsoever and the said Attorney shall do and/or cause to do in accordance herewith and this Power of Attorney shall remain valid and subsisting until such time the Developer has performed and done all acts deeds and thing which are necessary or be required in terms of the said Development Agreement.

THE SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 15 (fifteen) chittacksand 21 (twenty one) sq. ft. be the same a little more together with the two storied old dilapidated unsafe building and other structures standing thereon lying situate at and/or being municipal premises No. 8, Satish Mukherjee Road, Kolkata 700 026 PS Tollygunge in ward No. 84 of the Kolkata Municipal Corporation, Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH:	By municipal premises No. 4/1, Satish Mukherjee Road;
ON THE EAST:	Partly by municipal premises No. 6, Satish Mukherjee Road and partly by KMC Road;
ON THE WEST:	By municipal premises No. 10, Satish Mukherjee Road;
ON THE SOUTH:	By municipal premises No. 75, S. P. Mukherjee Road;

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

IN WITNESS WHEREOF I the said Owner has set and subscribed my hands to these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the above mentioned **OWNER**

in the presence of: x Partho Sarothi Ray

1. Mrs. Sieglinde Schuldt

Mr. Finn Oestringer

File No. 759 / 2023

I hereby certify the above signature carried out before me by

Prof. Dr. Partho Sarothi Ray, born the 27th November of 1976, resident at Neugasse 1-3, 69117 Heidelberg, Germany

identified by his passport of the Republic of India.

Heidelberg, the 26th of April 2023

Dr. Kleensang
notary public

Nr. E 910 b - 254/2023

Beglaubigung

Die Echtheit vorstehender Unterschrift des Notars **Dr. Kleensang** in Heidelberg und die Echtheit des beigefügten Dienstsiegels werden hiermit bestätigt. Zugleich wird bescheinigt, dass der Vorgenannte zur Amtshandlung gesetzlich befugt war.

Heidelberg, 14. August 2023

LANDGERICHT
- Der Präsident -
In Vertretung:

LANDGERICHT HEIDELBERG

Dr. Quantz
Vizepräsident des Landgerichts

CONS Service No. MUN/CONS/721/2023
Dated: 25th/Aug./2023
Seal & Signature of the German Attesting Authorities are hereby ATTESTED by CGI Munich

भारत का प्रधान कौंसलावास CONSULATE GENERAL OF INDIA प्र.को. 5 म्यूनिक MUNICH

Vipin
Assistant Consular Officer
Consulate General of India

LANDGERICHT HEIDELBERG

LANDGERICHT HEIDELBERG

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1.11.2023