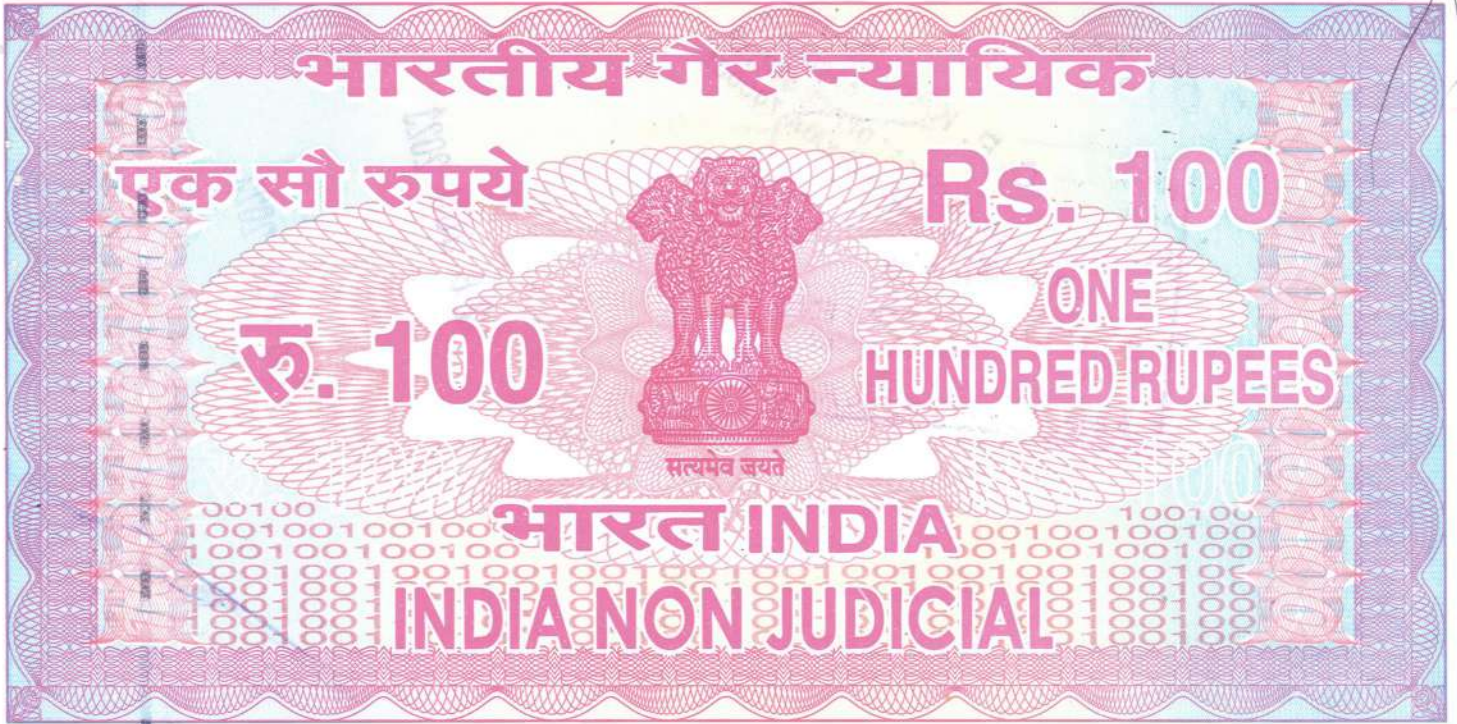


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Certified that the Document is admitted to registration The Signature Sheet and the endorsement sheets attached to this document are the part of this Document




Additional Registrar of Assurances-III, Kolkata



POWER OF ATTORNEY

THIS POWER OF ATTORNEY executed at Kolkata on this the 07th day

August of 2023,

By

207029

NAME..... **C. P. KAKARANIA** ADVOCATE
 ADD..... **10, OLD POST OFFICE STREET**
 Rs..... **3RD FLOOR, KOLKATA 700001**
28 JUN 2023
S. CHATTERJEE
 Licensee and Vendor
 C. C. Court
2 & 3, K. S. Roy Road, Kol-1

28 JUN 2023

28 JUN 2023

A.R.A. III

Additional Registrar of Assurances III
 Kolkata

Additional Registrar of Assurances III
 Kolkata



Additional Registrar of Assurances III Kolkata
 - 7 AUG 2023

1. SAFALATA DEVELOPERS PRIVATE LIMITED (PAN NO. AAPCS7507N) (previously known as Safal Commotrade Private Limited) and **2. GRUHA NIWAS NIRMAN PRIVATE LIMITED (PAN AAPCS7508D)** (previously known as Sampark Tradecom Private Limited) both the company incorporated under the provisions of Companies Act 1956 and both having their registered office at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata - 700017 and represented by its Director **DHARMENDRA KUMAR JAIN (PAN NO. ACSPJ3322L), (Aadhar No. 402364911271) (Mobile No 9830993394)** son of late Moolchand Choraria, by nationality - Indian, by faith Hindu, by occupation business, working for gain at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata - 700017 hereinafter, collectively, referred to as the **PRINCIPAL; IS BEING EXECUTED IN FAVOUR OF**

ANEKANT INFRACON PRIVATE LIMITED, (PAN AAFCM0495D) a company incorporated under the provisions of Companies Act 1956 and both having its registered office at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata - 700017 and represented by its Director **AKSHAT JAIN (PAN NO. AZFPJ9345K), (Aadhar No. 611828791191) (Mobile No 9632774657)** son of Dharmendra Kumar Jain, by nationality - Indian, by faith Hindu, by occupation business, working for gain at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata - 700017, hereinafter, referred to as the **ATTORNEY**.

WHEREAS the Principal is the owner of the premises described in the **SCHEDULE** hereunder written (the "**PREMISES**").



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AND WHEREAS the Principal under the agreement dated the 07/08/2023, (the "**SAID AGREEMENT**") and registered at the office of Additional Registrar of Assurances **III**, Kolkata being no. 5260 of 2023, has appointed the said **ANEKANT INFRACON PRIVATE LIMITED** (the "**DEVELOPER**") as the developer of the project on the Premises by constructing a building thereat (the "**PROJECT**") for the consideration and on the terms and conditions as contained in the Said Agreement.

AND WHEREAS for the purpose of construction and development of the Project on the Premises, the Principal is desirous of nominating, appointing and constituting **MR. AKSHAT JAIN**, as its lawful Attorney (the "**ATTORNEY**") to act, do and perform the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal do hereby appoint and nominate the Attorney as its **TRUE AND LAWFUL ATTORNEY** on its behalf and in its name to do, jointly and/or severally, the following acts, deeds and things relating to the Project to be constructed and/or developed at the Premises.

1. To apply for and have the required permissions and approvals obtained from the authorities under the Real Estate (Regulation and Development) Act 2016 (RERA) read with the West Bengal Real Estate (Regulation and Development) Rules 2021 (the "**Rules**") for registration of the Project on the said Premises with the authorities under RERA and/or the Rules made thereunder and also to do periodic compliance as may be so required to be done under the said RERA read with the said Rules and/or also to obtain all permissions, sanctions, clearances and NOC's from all other concerned offices and/or authorities as may be so applicable or any other concerned

D. K. Das

Akshat Jain



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government departments/offices and to sign and submit all papers, applications, forms and undertakings and pay all fees, charges and bear all costs and expenses.

2. To prepare, submit correspond, receive and sign all papers like plans, applications, affidavits, indemnities, letters, authorizations and corrections, and/or boundary declarations, if required, for the said Premises, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments and/or such other relevant and concerned authorities competent authorities including all administrative offices of the Government of West Bengal and also including the concerned municipal authorities, as also Concerned Municipality, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/ Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, West Bengal Police, Microwave Department, Fire-fighting authorities, Land & Land Reform Department of the Govt. of West Bengal W.B. tourism department, industries department etc., for obtaining necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the development of the Project on the Premises and in this respect to do and/or caused to be done any one or more of the following:
 - a) Demolition of existing structures on the Premises (if any)
 - b) Construction of the new building/the Project
 - c) Additions, revisions, alterations, renewals and regularization of the new building/the Project.
 - d) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity



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3. To apply for and obtain sanction of the building plan in respect of the Premises and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
4. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required for the Project on the Premises.
5. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Project to be constructed on the Premises.
6. To obtain delivery of the sanction plan from the concerned authority for the development of the Said Premises.
7. To enter upon the Premises with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
8. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorney shall think fit and proper.
9. To obtain refund of the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.



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10. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Premises and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, 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 said Attorney.
11. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Premises or any part thereof.
12. To appear and represent the Principal before all authorities for fixation and/or finalization of the annual valuation of the Premises and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorney may deem fit and proper.
13. To sign all documents and agreements including tripartite agreements with the banks and/or financial institutions which may be required to be so signed to enable the intending allottees/purchasers/transferees/lessees to obtain housing finance for the constructed spaces/units in the Project intended to be purchased by them and also to do all other acts, deeds, matters and things in this regard.
14. To sign all documents and applications with the banks and/or financial institutions which may be required to obtain in principal approval for Housing Loan.



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15. To collect sale proceeds, preferential location charges, floor escalation charges, and/or advances and/or security deposit and/or reimbursement of various charges from the intending allottees/purchasers/transferees against sale of the proposed constructed areas in the proposed Project only after giving prior information of all such receivables to the Principal and obtaining concurrence of the Principal on all such receivables.
16. To negotiate for sale/lease and/or transfer of the flats/constructed spaces/ units and/or the rights appurtenant thereto in the Project and to issue booking intimations, provisional allotment letters and/or letters and/or documents for and in connection with booking and/or provisional allotment of flats/units/constructed spaces within the Project and also to sign, execute, enter into, modify, cancel, alter, draw and approve, agreements containing such provisions and with such purchasers and/or other persons as will be provided for in the sale agreements to be entered into with the intending transferees, and to receive earnest moneys and/or part and/or full consideration, service charges, taxes, deposits, reimbursements and other amounts therefore and grant valid receipts and discharges for the same there under and also to fulfill and enforce mutual obligations there under but in case of such sale/lease/transfer, as the case may be, the Attorney shall keep the Principal fully informed.
17. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction of the Project on the Premises or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid



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before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.

18. To deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
19. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
20. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the construction of the Project on the Premises.
21. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the laws for the time being in force, for registration and for all other matters in connection with the construction of the Project on the Premises in pursuance of the Plan to be sanctioned by the concerned municipal authorities and make payment of all charges and fees therefore and recovery of compensation, if any.
22. For all or any of the purposes hereinbefore stated to appear and represent the Principal before all authorities having jurisdiction and to sign, execute and submit papers and documents.



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23. To apply for and obtain partial or complete Completion and/or Occupancy Certificate from the concerned municipal and other authorities and/or any other competent authority, as the case may be.
24. To sign, execute and register and to appear before the sub registrar and/or the concerned registrar to register Agreement(s) for sale of the constructed spaces within the new building at the said Premises.
25. **Be it noted** that this Power of Attorney is being granted in favour of the Attorney without any consideration and no right title and interest is created in favour of the Attorney on the Premises and the said Attorney shall have power to make construction or development work of the new building/Project on the Premises.

AND GENERALLY the Attorney and each of them shall do, jointly and/or severally, as the case may be, all acts, deeds and things, which are necessary for developing the Project on the Premises in the manner aforesaid fully and effectively, and to do all acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEY** shall, jointly and/or severally, do, execute or perform or cause to be done executed or performed in connection with the development of the Project on the Premises in terms of the Said Agreement.



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AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Said Agreement.

AND it is further clarified that while exercising the powers and authorities hereby conferred the Attorney, shall, jointly and/or severally, not do any act, deed or thing which would go against the express provisions of or the spirit of the Said Agreement.

THE SCHEDULE ABOVE REFERRED TO

(Premises)

ALL THAT the piece and parcel of land measuring 8 (eight) cotthas and 34 (thirty four) sq.ft. approx., more or less, together with the existing R.T. Structure and sheds measuring about 2000 square feet, more or less, situate lying at and being municipal premises no. 86/2B/1, Topsia Road (South), Kolkata - 700046, Post Office - Gobinda Kartick Road, Police Station - Tiljala, within ward no 59 of the Kolkata Municipal Corporation (KMC), District 24 Parganas South, as delineated on the Plan annexed hereto and bordered in colour **RED** thereon and butted and bounded as follows;

- On the North** : By public road;
- On the South** : Partly by Premises No. 9/2 Topsia Road and Partly by
16 feet wide road;
- On the East** : By Municipal Corporation Road;
- On the West** : By Premises no. 9/6 Topsia Road, Kolkata.



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