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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

12-12
25/01/26
No 24939/26
Additional Registrar of Assurances-III
Kolkata

Certified that the [unclear] submitted to
Registration. This [unclear] and the
endorsement [unclear] on this document
are the part of this Document.



U 968292

[Signature]
Additional Registrar
of Assurances-III, Kolkata

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that, We, M/S. BRINDABAN ENCLAVE PRIVATE LIMITED, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, represented by its Authorized Signatory SHRI ANUP GUPTA, son of Late Sital Prasad Gupta, having its registered office at Oriental House, 4th Floor, 6C, Elgin Road, P.S.- Bhowanipur, Kolkata-700 020, for the sake of brevity hereinafter called, referred and identified as the "EXECUTANT/OWNER" (which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include its Directors Officers, successors in office and permitted assigns etc.) do hereby nominate, appoint and constitute M/S. NORTECH PROPERTY PRIVATE LIMITED, a Private Limited Company, incorporated under the provisions of

[Signature]
Additional Registrar of Assurance - III
Kolkata

8 5 JAN 2016

Companies Act, 1956, having its registered office at 6-C, Elgin Road, Oriental House, 4th Floor, Kolkata - 700020, and duly represented by its Authorized Signatories, jointly or severally, (1) **SHRI ADITYA AGARWAL**, son of Shri Sunil Agarwal and (2) **SHRI SACHIN LAKHWANI**, son of Shri Udhaw Das, both working for gain at Oriental House, 4th Floor, 6C, Elgin Road, P.S.-Bhowanipur, Kolkata -700020, hereinafter for the sake of brevity called, referred and identified as the **CONSTITUTED ATTORNEY/DEVELOPER**, (which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include its Directors Officers, successors in office and permitted assigns etc.) as **our true and lawful Attorney**.

WHEREAS

A. In terms of the basic understanding between the Owner and the Developer which stands with regard to the development (in the matter specified in this Agreement) of the Property/Land admeasuring **04 (Four) Kattahs 01 (One) Chittak 37 (Thirty Seven) Sqft.** situate lying at and being **Premises No. 3536, Nayabad, Kolkata-700 094** commonly known as "**EDEN OXFORD PARK**" appertaining to **R. S. Dag No.-191** under R.S. Khatian no.131, J.L. No.-25, in **Mouza-Nayabad, Police Station- Purba Jadavpur, under Kolkata Municipal Corporation Ward No. 109**, within the limit of District South 24 Parganas, West Bengal, together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner in the above property by constructing new residential/commercial buildings thereon (**Project**) with the object of selling the units/ apartments/ shops/ offices/ car parks/ constructed area comprised therein the said Project agreed among the Parties entered into a Development Agreement dated 19.11.2015 duly registered vide Deed No. 00091 and for the year 2016 with the Additional Registrar of Assurances-1, Kolkata.

B. In terms of **clause 12.1** of the said Development Agreement, a Power of Attorney is required to be granted to the Developer to take all necessary steps for the purpose of getting the Building Plan sanctioned/revalidated/ modified/ altered by the Planning Authorities as well as for construction of the Complex in terms of the said development agreement.

C. It is also agreed between the parties in terms of the Development Agreement, that the Developer shall be entitled to deal with the entire constructed areas or saleable spaces including Developer's Allocation being 70 % of the said property and Owner's Allocation being 30 % of the

said property and in terms of the said development agreement, the Developer shall also sale the entire constructed areas or saleable spaces including car parking space/ store room, etc. and shall divide the entire proceeds as morefully specified in the said development agreement.

D. It has also been mutually agreed between the parties herein that in terms of the instant power of attorney the Developer shall be entitled to negotiate for sale, lease or otherwise transfer of the flats, units, car parking spaces or rights and other constructed areas or saleable spaces to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire flats, units, car parking spaces and other constructed areas/saleable spaces or enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car Parking and other constructed areas/saleable spaces in the said complex.

E. The Developer also undertakes to obtain prior written consent of the Owner / Executor in the event of effecting any transfer of the Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other constructed areas/saleable spaces or to enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract in respect of Flats, Units, Car Parking spaces and other constructed areas/saleable spaces in respect of the entire Project.

F. In terms of such clause in the development agreement we, the Executant / Owner do and each of us doth hereby nominate, constitute and appoint **M/S. NORTECH PROPERTY PRIVATE LIMITED**, represented by its authorized representatives, (1) **SHRI ADITYA AGARWAL**, son of Shri Sunil Agarwal and (2) **SHRI SACHIN LAKHWANI**, son of Shri Udhaw Das, both working for gain at Oriental House, 4th Floor, 6C, Elgin Road, P.S.-Bhawanipur, Kolkata -700020, hereinafter for the sake of brevity called, referred and identified as "**the CONSTITUTED ATTORNEY/DEVELOPER**", to be our true and lawful attorneys in our name and on our behalf to, do jointly or severally and/or execute all or any of the following acts, deeds, matters and things for us and on our behalf and in our name in respect of land admeasuring **04 (Four) Kattahs 01 (One) Chittak 37 (Thirty Seven) Sqft.** situate lying at and being **Premises No.-3536, Nayabad,**

Kolkata-700 094 commonly known as "EDEN OXFORD PARK" appertaining to R. S. Dag No.-191 under R.S. Khatian no.131, J.L. No.-25, in Mouza-Nayabad, Police Station- Purba Jadavpur, under Kolkata Municipal Corporation Ward No. 109, within the limit of District South 24 Parganas, West Bengal, (hereinafter referred to as the said property) morefully and particularly described in the schedule herein below :

1. To take all necessary steps and to sign all papers, documents as to be required and to apply for conversion, mutation, amalgamation, etc. of the nature of the said property before the concerned, Block Land and Land Reforms Officer and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same for us and on our behalf.
2. To make payment of up to date land revenue/ Panchayat / local authority taxes in respect of the said property by way of approaching the concerned authorities and. obtaining necessary orders for such payment and to collect receipts thereof for us and on our behalf.
3. To prepare building plan or plans for the construction of a suitable building on the said landed property and to submit the same to the Kolkata Municipal Corporation signed by representative of the concern companies for obtaining approval to the same and to submit further proposals from time to time for any amendments of such building plans to the said Municipal Corporation and other concerned authorities for the purpose of obtaining approval to such amendments.
4. To cause the submission of plans for the said property to be prepared and submitted before the Kolkata Municipal Corporation and then to have the same sanctioned/modified/alterd/revise/re-validated by the concern planning authorities with the consent of the executants/owners and to pay fees, costs and charges for such sanction/ modification/ alteration/revision/invalidation/amendments and upon completion of work, to obtain electricity connection form CESC or any other competent authority and to execute the necessary documents if any, in respect of a portion of the said property for installation of electrical equipment for electric supply, drainage connection, water connection and completion certificates from the planning authorities for us and on our behalf.

5. To carry out, manage, attend to and deal with and, transact all works of consolidation of holdings and / or the Premises and any affairs in which we now or shall hereafter be interested or concerned at all times in such manner as our said Attorney shall deem fit and proper.
6. To deal with all authorities including but not limited to the Block Land and Land Reforms Officer and the concerned Municipal and other statutory authorities including but not limited to Kolkata Metropolitan Development Authority, Town and Country Planning authorities, MED, Metro Railway Authority and W.B. Fire Department authorities, Airport Authority of India, as to be required for the said project in respect of said property, obtaining regulatory clearances from various department, obtaining drainage correction, water connection and certificate of the concerned authority and to prepare, sign and submit all plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, as be required, in this regard for us and on our behalf and to appear and represent us in KMDA and to file necessary application or petition to obtain N.O.C. from thereon, if required, and to take necessary steps there in respect of N.O.C. or any other step or steps require before the said authority as and when our said lawful Attorney thinks, fit and proper.
7. To develop and construct a multistoried building in our property measuring more or less **04 (Four) Kattahs 01 (One) Chittak 37 (Thirty Seven) Sqft.** situate lying at and being **Premises No.- 3536, Nayabad, Kolkata-700 094** commonly known as **"EDEN OXFORD PARK"** appertaining to **R. S. Dag No.-191** under R.S. Khatian no.131, J.L. No.-25, in **Mouza-Nayabad, Police Station-Purba Jadavpur, under Kolkata Municipal Corporation Ward No. 109,** within the limit of District South 24 Parganas, West Bengal, which is specifically mentioned in the schedule property.
8. To appoint Architects, Contractors, Sub-Contractors, Electricians, Plumbers or any other person/s, organizations as may be required from time to time for the purpose of development and construction of proposed multistoried building in respect of the schedule property and settle their accounts on our behalf.

9. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell in respect of proposed flats and/or the units buildings/ car parking/other spaces at proposed multistoried building in respect of our schedule landed property lying at Mouza-Nayabad, P.S-Purba Jadavpur, fully mentioned and described in the schedule hereto to any bonafide purchaser or purchasers at such price which our said Attorney, in his absolute discretion, thinks fit and proper and / or to cancel and / or to repudiate the same and to take advances or payments in respect of "Agreement for Sale" and 'Deed of Conveyance/s' in respect of flats/units/car parking space to be constructed in the said property and to give possession in respect of proposed flats/units/car parking space to be constructed in the said schedule property as and when necessary on such terms and conditions as our said Attorney may think fit and proper and to sign all documents in respect of the said sale of the flat to the purchaser, including 'Allotment letter', 'Agreement for Sale', 'Deed of Conveyance', 'Possession letter', 'Demand letter', 'No-objection-certificate', etc. and to appear before any Registrar or Sub-Registrar or Registrar of Assurances and/or every office authorized by the law to accept a document for registration.

10. To enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other constructed areas/saleable spaces comprised in the sale of the said property and for that to sign, execute and deliver all papers, deeds, cancellations documents, instruments and writings and do all acts deeds and things, including to make refunds and payments to them on any account whatsoever and also to deal with the space and rights of such person or persons in such manner as the said Attorney may deem fit and proper.

11. To ask, demand, sue for, recover, realize and collect all money, earnest money, considerations, premiums, rent, construction costs, deposits, advances, compensations, interests, damages, payments whatsoever etc. in respect of flats, units, car parking spaces and other constructed areas/saleable spaces.

12. To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract in respect of Flats, Units, Car Parking spaces and other constructed areas/saleable spaces by virtue of the authorities hereby conferred, in favour of the person or persons interested in owning,

purchasing, taking on lease and/or otherwise acquiring Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces in the new Building or Buildings to be constructed at the said Property and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others;

13. To deliver possession and/or make over the constructed Flats/Units portions and issue letters of possession, and other constructed areas/saleable spaces and to do all and everything that shall be necessary for completing all sales, transfers, leases or tenancies or otherwise for saleable areas.

14. To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the said property and to appoint Solicitors, Advocates, Consultants as may be required and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc for us and on our behalf.

15. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney(s) in exercise of any power or powers herein contained shall be borne and paid and provided for by our said attorney(s) alone and we shall not be responsible for the same and the said Attorney(s) shall indemnify and keep indemnified our estate and effects from and against the payment of the aforesaid costs, charges, that may have to be paid by us by reason of our Attorney(s) doing or causing to be done any act, deed, matter or thing by virtue of these presents.

16. To accept Writ of Summons or other legal process or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi Judicial Officer and represent us and in connection therewith file appeals or revision or any representation and appoint Advocates or Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said units/spaces/car parking spaces.

18. To sign and verify and execute all pleadings, affidavits, petitions, review petitions in connection with any suit proceeding, appeals, revisions, reviews before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on our behalf.
19. To appear and represent us in 'Urban Land Ceiling Authority' and to file necessary application or petition to obtain N.O.C. if any from thereon and to take necessary steps thereon in respect of said N.O.C. or any other step or steps require before the said authority as and when our lawful Attorney thinks, fit and proper.
20. To present any such deed or deeds of sale, conveyance or conveyances or other document or documents for registration when required and to admit execution thereof and receive of consideration money before the Sub- Registrar or Registrar of Assurances having authority for and to have the said conveyances registered according to law and to do all other acts, deeds and things which our said Attorney shall consider necessary for the transferring and/or conveying the schedule property.
21. To appear for and represent us and to sign, execute any requisite documents before the Board of Revenue, Collector of local District, Sub-Divisional Officer, any Magistrate, Judge, Munsiff and in all Central and State Government offices, Kolkata Municipal Corporation, Kolkata Improvement Trust, K.M.D.A, Fire Brigade Authority, Commissioners of local Division in all matters and things relating to management and development of our schedule property.
22. To appear in all courts in the Union of India including the Supreme Court and High Courts and District Courts in all their jurisdiction Civil, Criminal, Testamentary of Insolvency, Company matters also in the Court of small Causes Calcutta and Sealdah, Howrah, Alipore and also in all Civil and Original courts subordinate to the several High courts its States before all judicial or executive officers, ministerial officers, Magistrates and other authorities whatsoever Union Boards, Union Court, Debt-settlement Board, House Rent Controller's court, Agricultural Income Tax court, Income Tax officer's Court, Board of Revenue, Sales Tax Officer's Court, Central Board of Revenue, Land acquisition officer's Court in all states now established or to be established within the aforesaid Union of India and to sue arrest condemn, restrain, sequester, seize, imprison and to acquit

and discharge all and every person or persons companies, corporations whatsoever and whatsoever who are and hereafter may or shall be indebted to us AND also to compromise submit to arbitration conclude and agree all such matters, dealings and transactions and for the purpose to enter into make execute documents, agreements releases and discharges and also to nominate and appoint advocate, attorneys, solicitors, pleaders, auditors, revenue agents or other statutory agents or other persons or person and to give delivery or sign and warrant to prosecute or defend in the several premises aforesaid more specifically to execute Vakalatnamas, all such power or powers as occasion may require also to sign and verify plaints, petitioners, written statements, valuation statement for the purpose of Court Fees and suit valuation of accounts or information required to be signed or verified and also all such statements accounts information returns that are or may or shall be required of us from time to time under laws regulations and rules enacted or hereinafter to be enacted by the Central or Local Legislation to be lodged served or filed on our behalf in our personal capacity.

23. To demand sue for enforce payment of recover & receive and give effectual receipts and discharge for all securities for money, debts, goods, merchandise, wares, chattels effects and things of or to which we will or may become possess of or entitled to or which are or may become due owing payable deliverable or transferable to us from or by any person or persons whomsoever or any firm or firms body or bodies of corporation whatsoever.

24. To appear, adjust, settle and submit at arbitration any accounts, debts, claims and demands, disputes and matters touching any of the matters which are now subsisting or may hereafter arise between us and any other person or persons or firm or firms or body or bodies or corporation whatsoever.

25. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.

26. The sale proceeds and/or any other sum received by the attorney in respect of owner's allocation as per development agreement will be deposited on the bank account of the owner.

BE IT IS EXPRESSLY stated that this power of attorney does not create, constitute or assume any kind of transfer in favour of the said Attorney and the attorney has the right to enter into any conveyances /assurances, agreements etc in respect of transfer of any Flats, Units, Car Parking spaces and other constructed areas/saleable spaces of the said project.

AND GENERALLY to do execute and perform all other lawful acts, matters and things as our said Attorney shall consider necessary in connection with the said premises and hereby agree that all acts, deeds and things in respect of the schedule property lawfully done by the said Attorney on our behalf, shall be construed as acts, deeds and things done by us and we, undertake to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this **POWER OF ATTORNEY.**

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring more or less **04 (Four) Kattahs 01 (One) Chittak 37 (Thirty Seven) Sqft.** situated within **Mouza-Nayabad, Pargana -Khaspur, Police Station – Purba Jadavpur,** appertaining to **R. S. Dag No.-191** under **R.S. Khatian no.131, R. S. No. - 102, J. L. No.-25, Touzi No.-56, being Premises No.-3536, Nayabad, Kolkata-700 094, District- 24 Parganas (south), under K. M. C. Ward No. - 109, West Bengal,** which is butted and bounded as follows:-

ON THE NORTH : Part land of R.S. Dag No.-191.

ON THE SOUTH : Part land of R.S. Dag No.-191.

ON THE EAST : Part land of R.S. Dag No.-191.

ON THE WEST : 23ft 03inches wide road.

IN WITNESS WHEREOF, We have executed this **POWER OF ATTORNEY** on this 21st day of
JANUARY, Two Thousand and Sixteen (2016 A.D.).

SIGNED AND DELIVERED by the
within named Executors
in the presence of:

1. Niladri Kumar Das
6C Elgi Road
Kolkata.

2. Govind Kumar
6C Elgi Road
Kolkata.

Brindaban Enclave Pvt. Ltd.

Anup Kumar

Director / Authorized Signatory

SIGNATURE OF EXECUTOR/OWNER

NORTECH PROPERTY PVT. LTD.

Aditya Aggarwal
Sanjay Kumar

Authorized Signatory





SIGNATURE OF ATTORNEY

DRAFTED BY ME

Sanjay Kumar



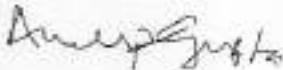
SANJAY KUMAR JAIN
ADVOCATE
11th COURT, CALCUTTA




WIB/444/2005

Photo & Signatures of the Executants / Presentants	SPECIMEN FOR TEN FINGER PRINTS				
 <i>Anand Singh</i>					
	Little Ring Middle Index Thumb (Left Hand)				
	Thumb Index Middle Ring Little (Right Hand)				
 <i>Abdul Azim</i>					
	Little Ring Middle Index Thumb (Left Hand)				
	Thumb Index Middle Ring Little (Right Hand)				
 <i>Suresh Kumar</i>					
	Little Ring Middle Index Thumb (Left Hand)				
	Thumb Index Middle Ring Little (Right Hand)				
 <i>Suresh Kumar</i>					
	Little Ring Middle Index Thumb (Left Hand)				
	Thumb Index Middle Ring Little (Right Hand)				



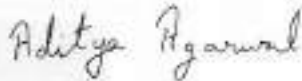


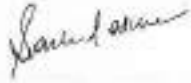
Seller, Buyer and Property Details

A. Principal & Attorney Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Mr Anup Gupta Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	 25/01/2016 1:33:33 PM	 LTI 25/01/2016 1:33:46 PM
		 25/01/2016 1:34:00 PM	

Principal Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S. BRINDABAN ENCLAVE PRIVATE LIMITED Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020; Status : Organization; Represented by representative as given below:-		
1(1)	Mr Anup Gupta Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India.; Status : Representative; Date of Execution : 21/01/2016; Date of Admission : 25/01/2016; Place of Admission of Execution : Office	 25/01/2016 1:33:33 PM	 LTI 25/01/2016 1:33:46 PM
		 25/01/2016 1:34:00 PM	

Attorney Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S. NORTECH PROPERTY PRIVATE LIMITED Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020; Status : Organization; Represented by representative as given below:-		
1(1)	Mr Aditya Agarwal Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,; Status : Representative; Date of Execution : 21/01/2016; Date of Admission : 25/01/2016; Place of Admission of Execution : Office	 25/01/2016 1:28:17 PM	 LTI 25/01/2016 1:28:41 PM
		 25/01/2016 1:28:55 PM	
2	M/S. NORTECH PROPERTY PRIVATE LIMITED Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020; Status : Organization; Represented by representative as given below:-		
(2)	Mr Sachin Lakhwani Oriental House, 6C Elgin Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,; Status : Representative; Date of Execution : 21/01/2016; Date of Admission : 25/01/2016; Place of Admission of Execution : Office	 25/01/2016 1:24:50 PM	 LTI 25/01/2016 1:25:02 PM
		 25/01/2016 1:25:12 PM	

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2016, Page from 19290 to 19316

being No 190300504 for the year 2016.



Digitally signed by BALARAM ADHIKARI
Date: 2016.02.05 17:33:19 +05:30
Reason: Digital Signing of Deed.

Balaram Adhikari

(Balaram Adhikari) 05/02/2016 17:33:18
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)