

5031/2022

I (4733/22) 4733/22



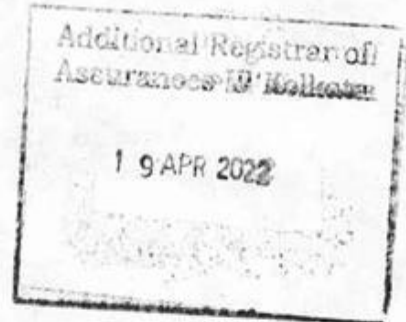
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AL 007099

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of this document.

[Signature]
Additional Registrar
Calcutta-III, Kolkata



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, A TALUKDAR & CO FERTILISERS PRIVATE LIMITED (having CIN: U24133WB1957PTC023339 and PAN: AAPCA3317A), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 84/1A Topsia Road South, Trinity Plaza, 1st Floor,

[Signature]

102556

DSP LAW ASSOCIATES
Advocates
40 Nicco House
1B & 2 Hare Street,
Kolkata - 700001

NAME	
ADD	
Ko	
22 OCT 2021	
SUPANJAN MUKHERJEE	
E-Stamp Vendor	
C. C. Road	
2 & 3, K. S. Road, Kot-1	

22 OCT 2021
22 OCT 2021



Additional Registrar of Companies	
19 APR 2022	

Identified by me
Jasobanta Swain
S/O Late Kapil Swain
52A, Shakespeare Sarani,
Kolkata - 700017
Occupation - Service


Post Office-Topsia, Police Station-Topsia, Kolkata – 700046, represented by its Director Mr. Anshul Himatsingka (DIN: 00652163, PAN: ABLPH6300E and Aadhaar No.: 618613782185) son of Mr. Harish Kumar Himatsingka, by religion Hindu, by occupation Business, by nationality Indian, residing at 19A Mandeville Gardens, Post Office-Ballygunge, Police Station-Gariahat, Kolkata 700019, duly authorized by its Board of Directors vide Resolution dated 30th March, 2021 hereinafter referred to as “the **PRINCIPAL**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) **SEND GREETINGS:**

- I. DEFINITIONS:** Unless in this power there be something contrary or repugnant to the subject or context:-
- i. **“Attorneys”** shall mean the Developer represented by both or either of by its Authorized Representatives (a) **(MR.) NIKHIL KARNANI** (PAN: AKNPK3653L and Aadhaar No.: 947696690566), son of Mr. Mahesh Karnani, by religion Hindu, by occupation Business, by nationality Indian, residing at 1, Auckland Square, Kolkata-700 017, Post Office-Circus Avenue, Police Station-Shakespeare Sarani and (b) **(MR.) ANIRUDH MODI** (PAN: ACUPM7446C and Aadhaar No.: 648851750431) son of Mr. Ashok Kumar Modi, by religion Hindu, by occupation Business, by nationality Indian, residing at 10, Lord Sinha Road, Kolkata-700071, Post Office Middleton Row, Police Station Shakespeare Sarani, and include any other person whom the Developer, with prior consent of the Principal, may authorize in addition to or as substitute of the above named two persons jointly and/or severally but shall not include the person whose authorization to represent the Principal as attorney is revoked by the Developer.
 - ii. **“Building Plans”** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Principal from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
 - iii. **“Developer’s Realization Share”** shall mean and include 63% (sixty three percent) of the Realizations to belong to the Developer.
 - iv. **“Developer’s Allocation”** shall mean and include the Developer’s Realization Share and portions and shares of the Developer in any unsold areas as per clause 11 of the Development Agreement and all other properties and rights of the Developer in the Project in terms of the Development Agreement or in pursuance thereof.
 - v. **“Developer”** shall mean **HONEYBIRD HEIGHTS LLP** (having LLPIN AAC-9892 and PAN: AAIFH3317D), a Limited Liability Partnership within the meaning of the



Limited Liability Partnership Act, 2008 having its Registered Office at 304 Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017 and include its successors or successors-in-office and/or assigns.

- vi. **“Development Agreement”** shall mean the Development Agreement dated 5th July, 2021 and registered with the Additional Registrar of Assurance-III, Kolkata in Book No. I, Volume No. 1903-2021, Pages from 257885 to 257951, Being No. 190305733 for the year 2021 and made between the Principal and the Developer and include any modifications and alterations thereof as may be made by the Principal and the Developer in writing.
- vii. **“New Buildings”** shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Land or portions thereof.
- viii. **“Project”** shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions of the Development Agreement.
- ix. **“Project Land”** shall mean the pieces or parcels of Land admeasuring 40.535 Cottahs more or less with all existing rooms, structures, appendages and appurtenances situate lying at and being Premises No. 17 Pagladanga Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700105, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written;
- x. **“Principal’s Realization Share”** shall mean and include 37% (thirty seven percent) of the Realizations to belong to the Principal.
- xi. **“Principal’s Allocation”** shall mean and include the Principal’s Realization Share and portions and shares of the Principal in the unsold areas as per clause 11 of the Development Agreement and all other properties and rights of the Principal in the Project in terms of the Development Agreement or in pursuance thereof.
- xii. **“Realization”** shall mean and include the sale proceeds, booking amounts, advances and other incomings received against Transfer of or otherwise in respect of the Units, Parking Spaces, other Transferable Areas and from transfer of any appurtenant rights/privileges at the Project Land from time to time including the price/consideration, transfer/nomination acceptance charges, premium, salami, rent,

✓ 

advance rent, prime location charges, floor rise charges or any such charges if so charged from any Transferee, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise (other than those arising from delayed payment of Pass Through Charges and Extras and Deposits), any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits (both as defined and described in the Development Agreement).

- xiii. **“Shares in land”** shall mean the proportionate undivided share in the land of whole or part of the Project Land attributable to any Unit.
- xiv. **“Transfer”** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer Provided That in case of the Developer deciding to adopt leases or modes of transfer other than sale in respect of Transferable Areas then the Developer shall obtain the written consent of the Owner’s Named Representative (as defined in the Development Agreement) which shall not be unreasonably refused.
- xv. **“Transferable Areas”** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and the Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land.
- xvi. **“Transferees”** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be transferred.
- xvii. **“Units”** shall mean the independent and self-contained residential flats and/or apartments, non-residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s
- xviii. Any other term or expression used herein shall, unless there be something contrary or repugnant to the subject or context, have the same meaning as assigned in the Development Agreement.

II. RECITALS:

- A. **WHEREAS** by the Development Agreement dated 5th July, 2021 registered in the office of Additional Registrar of Assurance-III, Kolkata, the parties thereto have

agreed, inter alia, that the Developer would be entitled to the exclusive right and authority to develop the Project Land and the Principal and the Developer agreed upon the terms and conditions as morefully contained therein.

B. AND WHEREAS in terms of the Development Agreement, the Principal is executing this Power of Attorney in favour of the Attorneys jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Project Land and the Project and the related purposes hereinafter contained:

III. NOW KNOW YE BY THESE PRESENTS, We the Principal abovenamed doth hereby nominate constitute and appoint the said Attorneys jointly and/or severally as the true and lawful attorneys for in the name and on behalf of the Principal to do execute exercise and perform all or any of the following acts deeds matters and things relating to the Project Land and the Project and related purposes subject to the terms of the Development Agreement:-

1. To manage, maintain, look after, supervise, administer, secure, hold and defend possession of the Project Land and every part thereof and its equipments and installations and do all acts deeds and things in connection therewith
2. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against all or any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts agreements and arrangements with them or any of them or otherwise and to abate all nuisance.
3. To cause survey, measurement,-soil test, excavation and other works at the Project Land.
4. To sign, apply for and obtain mutation, conversion, updation, insertions, correction of area or boundary or dimension or other description or any other correction, modification, alteration or other recording in respect of the Project Land or any part thereof or the boundary of the Project Land in the records of the Kolkata Municipal Corporation Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Municipal authorities, Planning Authority, Development Authority, and any other appropriate authorities and to do all other acts, deeds and things with regard thereto as may be deemed fit and proper by the said Attorney or Attorneys subject to the terms and conditions of the Development Agreement.
5. To demolish, construct, reconstruct boundary walls, fencing, dividers etc., at the Project Land and/or any portion thereof for the purposes connected to development in

terms of the Development Agreement and to construct or put up temporary sheds, structures etc., for storage of building materials or site offices.

6. To accept or object to the assessments made from time to time of land revenue or taxes or valuation or taxes in respect of the Project Land or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.
7. To pay all rates, municipal and other taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Project Land or any part thereof or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the and/or concerned authorities and to grant receipts and discharges in respect thereof.
8. To prepare apply for sign and submit plans, maps, specifications and sketches for approval or sanctioning by the concerned municipal and other appropriate authorities and to have the same approved and/or sanctioned and if required, to have the same modified revalidated revised altered and/or renewed subject to the terms and conditions of the Development Agreement
9. To process the application for the sanctioning of the plan, pay fees and obtain sanction revalidation modification revision alteration and/or renewal and/or such other orders and permissions of the new plans for any construction at the Project Land.
10. To sign and submit all declarations, undertakings, affidavits, gifts of strips or splayed corners required by any authority for the purpose of sanction/ modification/alteration/renewal of the plans for any construction at the Project Land.
11. To give notice to the municipal and all other concerned authorities regarding commencement of construction and/or demolition of any structure(s) and/or other purposes as required or deemed fit and proper.
12. To carry out demolition, construction, reconstruction, addition, alteration, erection, re-erection and any other related activity at the Project Land in respect of the Project.
13. To inform municipal and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the applicable rules and to get the same regularized.
14. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, borewell, generator,

transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanical parking system, MLCP etc., and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.

15. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, mechanized parking, generator, dish antenna and any other utility, input or facility in the Project or any part thereof including those mentioned in the last mentioned clause hereinabove and also to give contract to the manufacturer for maintenance of lift or lifts, generator, dish antenna and other utilities and its concerned machineries.
16. To deal with any person owning, occupying or having any right title or interest in the property adjacent to or near the Project Land in connection with the Project in such manner and on such terms and conditions as the said attorney or attorneys may deem fit and proper.
17. To apply for and obtain "No Objection Certificate" from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for sanctioning of plan, modification and/or alteration and/or revalidation, and/or obtaining utilities and any development activity or other purposes connected with the Project.
18. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
19. To apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
20. To apply for and obtain in the name of the Developer the registration under all Real Estate development laws (including the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof) and any other similar laws if and applicable to obtain all licenses and permissions under the said Act and all other acts and statutes, as applicable.



21. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building at the Project Land or portion or portions thereof and also for additions and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes connected with the Project.
22. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
23. To appoint organizations and persons in connection with Building Management, Facility Management, Common Area management on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
24. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to the Project.
25. To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities.
26. To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipments or machineries against loss or damage by fire earthquake and/or other risks, and to pay all premium therefor.
27. To obtain loans and finance from any Banks and/or the Financial Institutions in terms of the Development Agreement, and in the manner permitted under the Development Agreement and upon due adherence of clause 9.7 (i) and (ii) of the Development Agreement but without however creating any financial obligation of repayment upon the Principal.
28. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas (including Shares in land) to take home loans and/or home finances from any Banks or Financial Institutions and deal with banks and financiers and/or their officers and/or assigns in connection with the any no objection certificates, consents, clearances, etc., from them.

29. To produce or give copies of any original title deed or document relating to the Project Land and/or the Complex to any person or financier or others in terms of the Development Agreement.
30. To advertise and publicize the Project or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
31. To Transfer the Residual Areas of the Developer with the Shares in Land and other appurtenances thereof only after demarcation of the same as per the terms of the Development Agreement to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper in accordance with the terms and conditions contained in the Development Agreement, and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same;
32. To negotiate with the person or persons interested in obtaining Transfer and/or otherwise acquiring Transferable Areas in the Project, take and accept bookings and applications, deal with, enter upon bookings and/or agreements for Transfer and/or part with possession of all or any Units, Parking Spaces and other Transferable Areas (except any Residual Areas identified and forming part of the Principal) alongwith or independent of or independently the land comprised in the Project Land attributable thereto or any portion thereof or any undivided share therein to any Transferee at such consideration and on such terms and conditions as the said attorney or attorneys may deem fit and proper but without violating with the terms and conditions of the Development Agreement.
33. To ask, demand, recover, realize and collect the Realizations and all other amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas (except any Residual Areas identified and forming part of the Principal) in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specified accounts as per the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.
34. To cancel or terminate any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire Transferable Areas and/or undivided shares in the land comprised in the Project Land and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper .

35. To join in as party to agreements for Transfer of the Transferable Areas and/or Shares in Land or part thereof, and also confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of Transfer to be executed in pursuance thereof.
36. To enter upon any agreement to transfer the proportionate share in land and/or in the common areas and installations to any Association or Society if so and as required by law in such manner as may be required.
37. To prepare sign execute modify, alter, draw, approve rectify and/or register and/or give consent and confirmation and/or deliver all papers, documents, agreements, sale deeds, conveyances, leases, supplementary agreements, nominations, assignments, licenses, mortgages, charges, declarations, forms, receipts and such other documents and writings as in any way be required to be so done and as may be deemed fit and proper by the said Attorneys in respect of the Transfer in the manner and as per the terms and conditions of the Development Agreement.
38. To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principal and the Developer and to exercise all rights and remedies available to the Principal and the Developer thereunder.
39. To ask, demand, sue for, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferees or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
40. To have the Units Transferred to the Transferees to be separately assessed and mutated in the name of the respective Transferees in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the said Attorney or Attorneys may deem fit and proper.
41. To deal with any claim of any third party in respect of the Project Land and to oppose or settle the same.
42. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Project as Maintenance In-Charge.
43. To form a non-profit making company or association or society or syndicate amongst the owners and/or buyers of the Transferable Areas (including Association under the Apartment Ownership Act or Society under the West Bengal Societies

Registration Act, 1961 or Co-operative Society under the West Bengal Co-operative Societies Act, 2006) for maintenance of Common Areas.

44. 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.
45. For all or any of the purposes hereinstated to apply for, sign, appear and represent the Principal before the Kolkata Municipal Corporation, Kolkata Improvement Trust, and all its departments, Kolkata Metropolitan Development Authority and other authorities / officers under the Land laws, Municipality, Thika Controller, Rent Controller, Fire Brigade, Planning Authority, Development Authority, the Authorised Officers / Authorities under the the Real Estate (Regulation and Development) Act, 2016, the Authorities under the West Bengal Apartment Ownership Act, Companies Act, Societies Registration Act, West Bengal Co-operative Societies Act, 2006, 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, Development Authority, Airport Authorities, all Revenue Authorities, Pollution Control Authorities and other authorities connected to pollution matters, Environment Authorities, Licensing Authorities, Development Plan Authorities of the Government of West Bengal and/or India, Kolkata Port Trust, Insurance Companies, Police Authorities, Traffic Department, Directorate of Fire Services and all Fire Authorities, Directorate of Lifts, Directorate of Electricity and Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Insurance Companies, Microwave Authorities of Department of Telecommunication, Electricity, Water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital 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, Municipal, 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 attorney may deem fit and proper and to make sign execute register submit register and/or deliver all documents, declarations, affidavits, applications, undertakings, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the Project Land and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.

46. 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 Agreements for transfer, Deeds and documents instruments and writings including the bank/finance documents, mortgage deeds, if any, executed by the said Attorneys by virtue of the powers hereby conferred .
 47. 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 herein stated and if thought fit, with prior consent of the Principal in writing, 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, Debts Recovery Tribunal, any other Tribunal, Collector, Judicial or Quasi 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 said attorney or attorneys may think fit and proper.
 48. 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.
 49. To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.
 50. To receive all letters parcels or other postal articles and documents in respect of the Project Land and to grant proper and effectual receipt thereof.
 51. 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 Project Land and the Project and related



purposes which the Principal itself could have lawfully done under its 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 shall lawfully do or cause to be done in or about the premises aforesaid.
- VI. **AND** the Attorney shall keep the Principal informed for all actions taken as Attorney of the Principal, so far as the same relates to the Owner's Obligations under the Development Agreement.
- VII. **AND** the Attorney agrees and covenants with the Principal that: (a) all the costs, charges and expenses for construction and development of/on the Said Property as also those pertaining to and/or arising from exercising any of the powers granted herein shall be borne and paid by the Developer in the manner and to the extent mentioned in the Development Agreement, and (b) no additional financial or other liability shall be created on the Principal by virtue of grant of this Power of Attorney or by the exercise of any power or authority under this Power of Attorney, and further the Principal and the Attorney agree and covenant that the respective liabilities and obligations of the Grantor and the Attorney shall continue to remain the same as mentioned in the Said Development Agreement, irrespective of the grant and/or execution of this Power of Attorney, and further save such capitalised terms as specifically defined herein, each of the capitalised terms used herein shall have the same meaning as respectively ascribed to each of such terms in the Said Development Agreement.
- VIII. **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 or impair or affect the rights and entitlement of the Principal and by executing this Power of Attorney the obligations of the Principal or the Developer or consequences for non-compliance under the Development Agreement shall not be affected.

THE SCHEDULE ABOVE REFERRED TO:

(PROJECT LAND)

ALL THAT messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 40.535 Cottahs more or less (on survey and actual measurement found to contain an area of 2 Bigha 1 Cottah 1 Chittack and 13 square feet more or less) situate lying at and being Premises No. 17 Pagladanga Road, Police Station Pragati Maidan (formerly Tiljala), Kolkata- 700105 within Ward No. 57 of

Kolkata Municipal Corporation, in the District of South 24 Parganas and butted and bounded as follows:-

- ON THE **NORTH** : By 8, Pagladanga Road;
 ON THE **SOUTH** : By Pagladanga Road;
 ON THE **EAST** : By 8 Pagladanga Road; and
 ON THE **WEST** : By Common Passage.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total area of the rooms and structures, sheds on the Project Land is 15779 Square feet more or less.

IN WITNESS WHEREOF the Principal have hereunto set and subscribed their respective hands and seal on this 19th day of APRIL Two Thousand and Twenty Two.

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

① Jasobanta Swain

52A, Shakespeare Sarani (A Talukdar & Co Fertilisers Private
 Limited)
 Kolkata - 700017

② Sudip Chakrabarty
 52A, Shakespeare Sarani
 Kolkata - 700017

L. TALUKDAR & CO. (FERTILISERS) PVT. LTD.

Himatsingh

(ANSHUL HIMATSINGHA)

WE ACCEPT

HONEYBIRD HEIGHTS LLP

Drafted by me:-












Pratik Bera Advocate
 C/o DSP Law Associates
 4D, Nicco House, 1B & 2, Hare Street
 Kolkata-700001












F-1415/2010












N. Karan
 Partner
 (NIKHIL KARNANI)
 HONEYBIRD HEIGHTS LLP

Anirudh Modi
 Partner

(ANIRUDH MODI)

<i>Finger prints of the executant</i>					
 <p><i>Dimokings</i></p> <p><i>Dimokings</i></p>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

<i>Finger prints of the executant</i>					
 <p><i>D. Karanavi</i></p> <p><i>D. Karanavi</i></p>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

<i>Finger prints of the executant</i>					
 <p><i>[Signature]</i></p>					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

DATED THIS ¹⁵ 19 DAY OF APRIL 2022

FROM

A TALUKDAR & CO FERTILISERS PRIVATE
LIMITED

... PRINCIPAL

TO

NIKHIL KARNANI & ANR.

... ATTORNEYS

POWER OF ATTORNEY

DSP LAW ASSOCIATES
ADVOCATES
1B, HARE STREET
4D, NICCO HOUSE
KOLKATA - 700001

Major Information of the Deed

Deed No :	I-1903-04733/2022	Date of Registration	19/04/2022
Query No / Year	1903-8001167436/2022	Office where deed is registered	
Query Date	18/04/2022 1:14:41 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ARUN SENAPATI , SEALDAH CIVIL COURT,Thana : Entaly, District : Kolkata, WEST BENGAL, PIN - 700014, Mobile No. : 7001215891, Status :Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
	Rs. 10,28,80,114/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 73/- (Article:E, M(a), M(b), I)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 190305733/2021 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pagladanga Road, , Premises No: 17, , Ward No: 057 Pin Code : 700105

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	40.535 Katha		9,46,25,724/-	Property is on Road , Project Name :
Grand Total :				66.8828Dec	0 /-	946,25,724 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	15779 Sq Ft.	0/-	82,54,390/-	Structure Type: Structure
Gr. Floor, Area of floor : 10000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 5779 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		15779 sq ft	0 /-	82,54,390 /-	



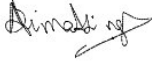



Principal Details :




SI No	Name,Address,Photo,Finger print and Signature
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED Trinity Plaza, 84/1A, Topsia Road (S), City:- , P.O:- Topsia, P.S:-Topsia, District:-South 24-Parganas, West Bengal India, PIN:- 700046 , PAN No.:: AAxxxxxx7A,Aadhaar No Not Provided, Status :Organization, Executed by: Representative, Executed by: Representative

Attorney Details :



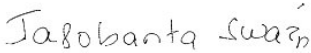
SI No	Name,Address,Photo,Finger print and Signature
1	HONEYBIRD HEIGHTS LLP 304, Chandan Niketan, 52A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx7D,Aadhaar No Not Provided, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Anshul Himatsingka Son of Harish Himatsingka Date of Execution - 19/04/2022, , Admitted by: Self, Date of Admission: 19/04/2022, Place of Admission of Execution: Office			
		Apr 19 2022 1:32PM	LTI 19/04/2022	19/04/2022
	19A, Mandeville Gardens, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx0E,Aadhaar No Not Provided Status : Representative, Representative of : A TALUKDAR & CO FERTILISERS PRIVATE LIMITED (as DIRECTOR)			
2	Name	Photo	Finger Print	Signature
	Mr Nikhil Karnani (Presentant) Son of Mahesh Karnani Date of Execution - 19/04/2022, , Admitted by: Self, Date of Admission: 19/04/2022, Place of Admission of Execution: Office			
		Apr 19 2022 1:32PM	LTI 19/04/2022	19/04/2022
	1, Auckland Square, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3L,Aadhaar No Not Provided Status : Representative, Representative of : HONEYBIRD HEIGHTS LLP (as Partner)			

3	Name	Photo	Finger Print	Signature
	Mr ANIRUDH MODI Son of Mr ASHOK KUMAR MODI Date of Execution - 19/04/2022, , Admitted by: Self, Date of Admission: 19/04/2022, Place of Admission of Execution: Office			
		Apr 19 2022 1:58PM	LTI 19/04/2022	19/04/2022
, 10,LORD SINHA ROAD, City:- Not Specified, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx6C, Aadhaar No: 64xxxxxxxx0431 Status : Representative, Representative of : HONEYBIRD HEIGHTS LLP (as Attorney)				

Identifier Details :

Name	Photo	Finger Print	Signature
JASOBANTA SWAIN Son of KAPIL SWAIN , 2/2,BROJEN MUKHERJEE ROAD, City:- Not Specified, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034			
	19/04/2022	19/04/2022	19/04/2022
Identifier Of Anshul Himatsingka, Mr Nikhil Karnani, Mr ANIRUDH MODI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED	HONEYBIRD HEIGHTS LLP-66.8828 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	A TALUKDAR & CO FERTILISERS PRIVATE LIMITED	HONEYBIRD HEIGHTS LLP-15779.00000000 Sq Ft

On 18-04-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,28,80,114/-



Samar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 19-04-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:00 hrs on 19-04-2022, at the Office of the A.R.A. - III KOLKATA by Mr Nikhil Karnani ,.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 19-04-2022 by Anshul Himatsingka, DIRECTOR, A TALUKDAR & CO FERTILISERS PRIVATE LIMITED, Trinity Plaza, 84/1A, Topsia Road (S), City:- , P.O:- Topsia, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700046

Indetified by JASOBANTA SWAIN, , , Son of KAPIL SWAIN, , 2/2,BROJEN MUKHERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 19-04-2022 by Mr Nikhil Karnani, Partner, HONEYBIRD HEIGHTS LLP, 304, Chandan Niketan, 52A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by JASOBANTA SWAIN, , , Son of KAPIL SWAIN, , 2/2,BROJEN MUKHERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 19-04-2022 by Mr ANIRUDH MODI, Attorney, HONEYBIRD HEIGHTS LLP, 304, Chandan Niketan, 52A, Shakespeare Sarani, City:- Kolkata, P.O:- Circus Avenue, P.S:-Beniapukur, District:-Kolkata, West Bengal, India, PIN:- 700017

Indetified by JASOBANTA SWAIN, , , Son of KAPIL SWAIN, , 2/2,BROJEN MUKHERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73/- (E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 7/- ,M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 73/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 102596, Amount: Rs.100/-, Date of Purchase: 22/10/2021, Vendor name:
Suranjan Mukherjee



Samar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 300200 to 300222

being No 190304733 for the year 2022.



(Samar Kumar Pramanick) 2022/04/30 11:21:19 AM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - III KOLKATA

West Bengal.

(This document is digitally signed.)