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# Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)



TO ALL MEN THESE PRESENTS SHALL COME, I. PRODIP KUMAR BASU, Advocate & Notary Practising in the Alipore Police Court having my ordinary Professional address to be 7/2, Ramnarayan Tarkaratna Road, VIII & P.O. Harinavi. P S Sonarpur, Pin-743359 within Sub Division---Allpere Sadar Dist. South 24 Parganas of the State of West Bengal within Union of India, do hereby declare that the paper writings collectively Marked "A" annexed hereto, hereinafter called the "Paper Writings A" are presented before me by the Executant(s).

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hereinafter referred to as the executant(s) on this, the Early day of February Two Trousand Seven

The "executant(s)" having admined the execution of the "Faper Withings" 'Arin respective hand(s), in the presence of the witness(es), who as such. Subscribe(s) signature(s) thereon, and being satisfied as to the identity of the executant(s) and the said-execution of the "Paper Writings 'A'.

I have verified, authenicated and attested the execution of the "Paper Writings A" in the respective hand(s) of the executant(s)

AN ACT WHEREOF being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to seem and avail as needs or occasions shall or may require

> 14 FAITH AND TESTIMONY WHEREOF, I, the said Notary have horeunto set and subscribed my hand and affixed my Notarial Seal of Office

PRODIP KUMAN BASU Notary ർസ്. of West പ്രഷ്യമ ñagn. No. 9/1996

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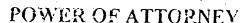
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TO ALL TO WHOM THESE PRESENTS SHALL COME WE. THE WEST BENGAL HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W.B. Act - XXXII of 1972 together with up-to-date amendments of the Act), having our office at 105, Surendra Nath Banerjee Road, Kolkata - 700, 014. SEND GREETINGS:

Plut.

Housing Commissioner
West Bengal Housing Board



- TR 3007

### WHEREAS:

- A. By an Agreement dated 212 c hereafter called the "SAID AGREEMENT".

  West Bengal Housing board hereafter called "THE BOARD", have engaged BENGAL GREENFIELD HOUSING DEVELOPMENT COMPAN. "3. hereinafter called "THE COMPANY" as the Developer for the development way of construction) of a "Housing Complex at Chak Jotsibrampur Behala, under Maheshtala municipality on 45.69 acraes of land described in the FIRST SCHEDULE hereto and hereafter called "THE LAND", as per the planning conceived and to be finalised by the Company subject to and in accordance with the policy of the State Government hereafter called "HOUSING COMPLEX".
- B. THE BOARD is desirous of granting necessary powers and authorities to the Company inter alia for the purpose of effective and speedy execution of the "HOUSING COMPLEX" as per terms of the "SAID AGREEMENT".

NOW KNOW YE BY THESE PRESENTS we, the said WEST BENGAL HOUSING BOARD do hereby nominate, constitute and appoint the said Company – BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LTD. A Joint Sector ompany having its Registered Office at Hi-tech Chambers, 84/1B, Topsia Road (South), Colkata – 700 046 as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereafter:

1. To receive permissive possession of To IE LAND tree THE BOARD and to hold, manage and maintain such permissive possession in accordance with the terms and

contained in the EAID AGREEMENT.

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Housing Commissioner
West Bengal Housing Board

To enter into, hold and defend permissive possession of THE LAND and every part thereof and also to manage, maintain and administer THE LAND and all buildings and construction to be constructed thereon and every part thereof.

- 3. To have THE LAND developed by construction of the "HOUSING COMPLEX" as per the Scheme, containing ownership flats and/or other buildings and/or structures thereon as per approved plan and for the said purpose, to do soil testing, excavation and all other works.
- To raise necessary finance for execution of the "HOUSING COMPLEX" including finance from Bank(s). Financial Institutions, Housing Development Financial Corporation and such other authority or authorities for development of the Land by construction of the "HOUSING COMPLEX" and for that purpose, with prior approval of THE BOARD to create mortgage in part or full or any other lien over the Land and/or the "HOUSING COMPLEX" in favour of Housing Development Financial Corporation, Financial Institution and/or Bank and/or other bedies, provided however, that the Company shall repay such liabilities at the carliest opportunity and shall at all times keep THE BOARD saved and harmless against any claim, loss or damage that THE BOARD may have to face in relation to or arising out of such mortgage.
  - 5. To authorize, sign, execute, register necessary documents and to create mortgage on benalf of THE BOARD in favour of HDEC Lid and/or other bank or financial institution for the financial assistance granted to the company by way of secured loan and to submit the land map earmarking phase wise creation of charge: (as per Annexure -"A") in favour of HDFC Ltd ang/or other bank or financial institution.

pear before all necessary authorities including Municipality, Fire Brigade,

Competent Courts and Police in connection with the execution and construction of

GOUSING COMPLEX"

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Housing Commissioner
West Bengal Housing Board

- To apply for and obtain such permissions, as be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of the "HOUSING COMPLEX".
- To apply for and obtain electricity, water, gas, sewage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
- To warn off and prohibit any trespasser on THE LAND or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
- To negotiate for sale and/or transfer of flats or portions thereof together with the 10. undivided share in THE LAND and the rights appurtenant thereto and to enter into agreements, including flat-sale agreements, containing such provisions and with such purchasers and/or other persons as provided for in the said Agreement and to receive earnest moneys and/or part and/or full premium/consideration therein and also to fulfill and enforce mutual obligations therein. But in case of such sale, THE COMPANY shall keep THE BOARD fully informed.
- To sign, execute, enter into, modify, cancel, alter, draw, approve agreements and/or Deeds of conveyances for transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavits, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and transfer of THE LAND or any part thereof and to receive remium/consideration, rents, service charges, taxes and other amounts therefore

ant valid receipts and discharges for the same.

Housing Caramissioner at Bengal in casing Board

- 12. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
- 13. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
- 14. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 15. To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
- 16. After execution of the Scheme and construction of the "HOUSING COMPLEX" to sign and submit all papers, applications and documents for having the separation, amalgamation and mutation, if necessary, effected in all public records and with all authorities and/or persons, including the Municipality, in respect of THE LAND and if necessary, to deal with such authority and authorities in any manner, to have such separation, amalgamation and mutation effected if necessary.
- 17. To engage and appoint Architects and Consultants cause preparation of Building Plans, appear before the Municipality and other authorities and Government Departments and/or Officers and also all other States, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the development and construction of the "HOUSING"

matters connected with the experiorment and construction of the Pioosing

MPLEX" and/or other buildings on THE LAND and connections of utilities

n connection there ith to sign all petitions. Vakalatnamas, memo of appeal

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Housing Commissioner
West Bengal Housing Board

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ey papers and documents.

- 18. To pay all outgoing, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefore.
- To give undertakings, assurances and indemnities, as be required for the purposes aforesaid.
- 20. To appear and represent THE BOARD before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney and Agent shall lawfully do or cause to be done in or about the aforesaid premises, so long as the said Agreement is valid and subsisting.

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Housing Commissioner
West Bengal Housing Board



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### THE FIRST SCHEDULE

(The Said Land)

All that piece and parcel of land of 45.69 acres in Chak Jotsibrampur Behala under Maheshtala municipality acquired by West Bengal Housing Board vide their notification no.788-HI/IL-15/92 dated 09.09.2002, J.L. No.3, Mouza-Parui and J.L.No.25, Mouza-Chakjot Sibrampur P.S.-Maheshtala.

Mouza -Parui, J.L. No.-3, P.S.Behala, Dist - South 24 Parganas.

R.S. Plots in full :-

382, 383, 384/994, 385, 385/995, 386, 386/1129, 387, 388, 391, 395, 403, 407, 426, 427, 430, 431, 432, 433, 434, 434/1149, 435, 436, 436/1026, 436/1151, 437, 438.439,440,441,442,444,445,446, 448, 449, 450, 451, 453, 454, 455, 456, 457, 458, 459. 459/1152,460,460/1153,460,1154,460/1155,461,461/999,462,463,464,465,465/1156 465/1157, 465/1158, 465/1159, 466, 466/996, 466/997, 467, 468, 469, 467/1024, 479, 480, 481,482,483,483/1160,483/1161,484,485,486,487,529.530.

#### R.S.Plots in part :-

Plot No.	Specific Portion	Area in Acre
381	Towards North South	0.13
404	Middle	0.12
405/998	South East	0.23
406	Northern	0.86

Mouza - Chakjot Shiorampur, J.L.No. 25, P.S. Maheshtala Dist -24 Pgs (S)

R.S.Plots in full-

410,411,**412,413,414,415,**420,421,422,428,429,430,431,432,435,438,439,440,4-1, **4**51,**459,452,453,45**4,455,456,457,458,473.474,515.516,517,518,519,520,521, **3**24,536,538,539,540,541,542,543,423/773,480/838.431/822,453/840,453/84\. 32 844,458/797 and 544. Alipore Police

have signed this in

..... day or Helryen

thre Attested

Signature of witness for the signatories

S. N. Chatterjee Financial Adviser cum Chief Accounts Of West Bengal Housing Board

Parimal Das.

whereof we

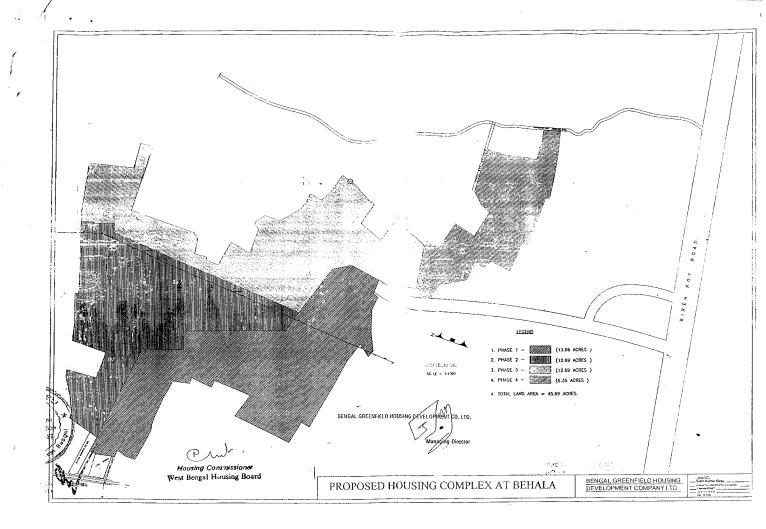
Junior Accounts Officer Police Court Cal-21 West Bengal Housing Repard ... A BOW OF W.B.

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ie West Bengal Housing Board. Housing Commissioner West Beagar Housing Board

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Motarial Certificate

on this .... 22 and day of . Fulsain

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Faper Writings 'A' & the Relative Notarial Certificate



Poulait Montrecet. Millet

ADVOCATE



AMPORE POLICE COURT KOLKATA-700 027

Phone: 2479-1477 Mobile: 9331030678



## PRODIP KUMAR BAS J

Notary &

Covt. of West Bangal Regd. No. 9/1986

ADDRESS

Residence & Chamber
7/2. Ramnarayan Tarkaratna Road,
Vill, & P.O., Harinavi P.S., Sonarpur
Dist. South 24 Parganas

Kolkata=700 148