

# NOTARIAL CERTIFICATE

ALL MEN THESE PRESENT SHALL COME I, MD ABED ALI LASKAR Advocate & notary practicing as NOTAR in the Alipore Judges Court within the District of SOUTH 24 PARGANAS in the state of West Bengal within the Union of India, do hereby declare that the paper writings collectively market "A" annexed hereto hereinafter called the paper writing "A: are prese3nted before me by the executant (S)

POWER OF ATTORNEY

WEST BENGAL HOUSING BOARD OF 105 SOULENDRA NATH BANERJEE ROAD KOL-14  
and others

*BANERJEE*

hereinafter referred to as the executant (S)

on this, the 31 DEC 2009 the day of  
Two Thousand Nine ~~Ten~~

Power of Attorney / Partnership / Retirement / Will  
Agreement / Declaration / others.

The Executant" (S) having admitted the execution of the "Paper Writing" "A" in respective hand (S), in t presence of the withness (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" and testify that the said execution is in the respective hand (S) of the executant (S)

**AN ACT WHEREOF** being required of a Noteary I Hhave granted THESE PRESENTS as my TONOTARIAL CERTIFICATE to serce and avail as need and occasion shall ofr may require.

IN FAITH AND TESTYIMONY WHEREOF  
I, MD ABED ALI LASKAR the said Notary  
have hereunto set and subscribed my  
hand affixed my Notarial Seal of Office at  
Alipore Judges Court Compound Kolkata -  
27 in the District of South 24 Parganas on  
this day of.....31 DEC 2009

*Md. Abed Ali Laskar*  
**MD. ABED ALI LASKAR**

**NOTARY**

Govt. of West Bengal  
Regn. 99/2007  
Alipore Judges Court  
Bar Library 1st floor Hall  
District South 24 Parganas



S/L. No. 3 Date 21/12/09



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

G 339018



ALIPORE THE NOTARY PUBLIC  
ALIPORE, KOLKATA-700027



POWER OF ATTORNEY

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



*[Signature]*  
Housing Commissioner,  
West Bengal Housing Board  
*[Signature]* Akmal

31 DEC 2009

130391



11 DEC 2009

NAME.....  
ADD.....  
RS.....  
11 DEC 2009  
S. CHATTERJEE  
Licence Station Vendor  
C. G. Road  
24 B, K. S. Roy Road, Kolkata

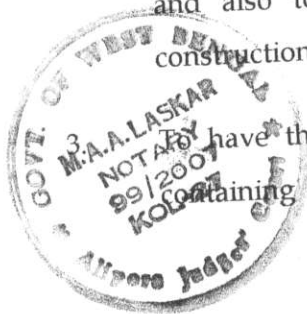
A large, stylized handwritten signature or scribble in black ink, located to the right of the postmark.

**WHEREAS:**


- A. The Board purchased in its own name with moneys advanced by Bengal Ambuja Housing Development Limited (the "**Company**"), a Joint Sector Company within the meaning of the Companies Act, 1956, having its registered office at Vishwakarma Building, 86C, Topsia Road South, Kolkata- 700 046, measuring 20.184 Acres comprised in Mouza Barakhola, J.L. No.21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah in the District of South 24 Parganas and comprised in R.S. Plot Nos. and Khatian Nos. as follows, more fully described in the **Schedule** and delineated on the map or plan annexed hereto and coloured "**RED**" thereon and hereinafter referred to as the "**LAND**".
- B. By a Development Agreement dated 31.12.09 (the "**Agreement**"), the Board engaged the Company, as the Developer for the development of the Land for housing and allied purposes (the "**Complex**"), thereon, strictly in accordance with its scheme (the "**Scheme**") and on the terms and conditions contained therein.
- C. 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 Scheme as per terms of the Agreement.

**NOW KNOW YE BY THESE PRESENTS** that, the Board, does hereby nominate, constitute and appoint the Company, as its true and lawful Attorney, in its name and on its behalf, to execute and perform or cause to be done, executed and performed all or any of the acts, deeds, matters and things as mentioned hereafter :

1. To receive permissive possession of the Land from the Board and to hold manage and maintain such permissive possession in accordance with the terms and conditions contained in the Agreement.
2. 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 constructions to be constructed thereon and every part thereof.



By have the Land developed by construction of the Complex as per the Scheme, containing ownership units and/or buildings and /or structures etc. thereon as per

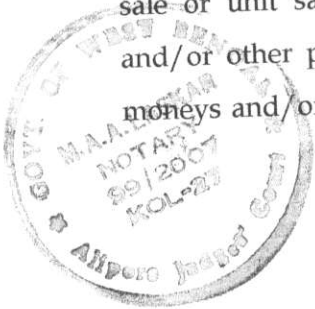
  
Housing Commissioner,  
West Bengal Housing Board

31 DEC 2009

approved plan and for the said purpose, to do soil testing, excavation and all other works.

4. To raise necessary finance for execution of the Scheme including finance from HUDCO and such other authority or authorities for development of the Land by construction of the Complex as per the Scheme and for that purpose with prior approval of the Board to create mortgage or any other lien over the Land and/or the Complex in favour of HUDCO, financial institutions and/or Banks and/or other bodies, provided however that the Company shall pay said liabilities at the earliest opportunity and shall at all times, keep the Board saved and harmless against any claims, loss or damages that the Board may have to face in relation to or arising out of such mortgage.
5. To appear before all necessary authorities, including BL&LRO, DL&LRRO, Municipal, Local Panchayat, Pollution Control Board, Fire Brigade, Competent Courts and Police, in connection with the execution of the Scheme and construction of the Complex and/or for mutation and conversion of land.
6. To apply for and obtain such permissions, as be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipments and to appoint contractors and/or sub-contractors for the purpose of construction of the Complex.
7. 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.
8. To warn off and prohibit any trespassers on the Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
9. To negotiate for sale of the Land and/or for sale/Lease and/or transfer of units or portions thereof together with the undivided share in the Land and the rights appurtenant thereto, as the case may be, and to enter into agreement, including Land sale or unit sale agreement, 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 thereunder and also to fulfill



  
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and enforce mutual obligations thereunder. But in case of such sale, the Company shall keep the Board fully informed.

10. To sign, execute, enter into modify, cancel, alter, draw, approve, agreements and/or Deeds of Conveyances for transfer of the Land and/or unit(s) and to admit execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declaration, affidavit, 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 premium/consideration, rents, service charges, taxes and other amounts therefor and grant valid receipts and discharges for the same.
11. To appear before Notary Publics District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other Officer and/or Officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
12. 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 thought fit, to compromise, refer to arbitration, abandon, submit to judgement 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.
13. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
14. 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.
15. After execution of the Scheme and construction of the 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 Calcutta Municipal Corporation, 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.
16. To engage and appoint Architects and Consultants, cause preparation of building plans before the Panchayat and other authorities and Government Department and/or

  
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West Bengal Housing Board

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Officers and also all other State, 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 Complex and/or other buildings on the Land and connections of utilities and in connection therewith, to sign all petitions, Vakalatnamas, memo of appeal and other papers and documents.

17. 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.
18. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid.
19. 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 shall lawfully do or cause to be done in or about the aforesaid premises, so long as the Said Agreement is valid and subsisting.

**SCHEDULE**

(The "Land")

**ALL THAT** the piece and parcel of land measuring 20.184 Acres comprised in Mouza Barakhola, J.L. No.21, within Police Station Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah in the District of South 24 Parganas and comprised in R.S. Plot Nos. and Khatian Nos. as follows and delineated on the map or plan annexed hereto and coloured "RED".

R.S. Plot No.	Quantity (in Acre)
135 (P)	5.759
136 (P)	5.233
137 (P)	0.160
126/165 (P)	5.164
124/167 (P)	1.421
127/169 (P)	1.145
128/170 (P)	0.400
129/171 (P)	0.902
	<b>20.184</b>



*[Signature]*  
Housing Commissioner,  
West Bengal Housing Board

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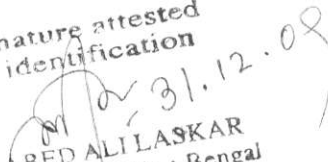
IN WITNESS WHEREOF THE PARTIES hereto have executed these present at Kolkata on the day, month and year fir above written.

Signed and Delivered by the **Housing Commissioner** for and on behalf of the **West Bengal Housing Board** in the presence of:

  
F. A. cum-C.A.O.  
West Bengal Housing Board

  
Housing Commissioner,  
West Bengal Housing Board  


  
Parimal Das  
Accounts Officer (Finance)  
West Bengal Housing Board

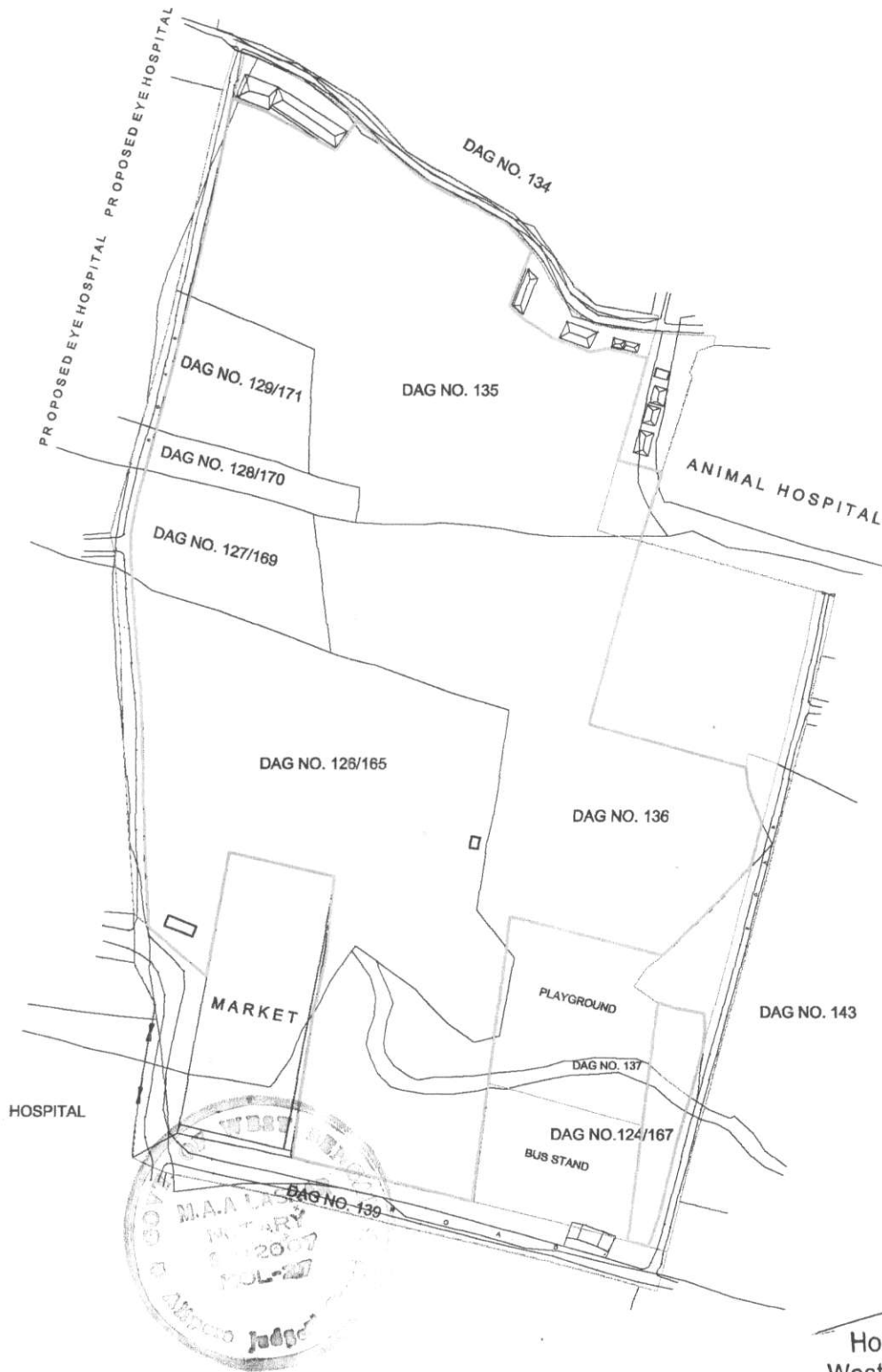
Signature attested  
on identification  
  
31.12.09  
MD. ABED ALI LASKAR  
Notary, Govt. of West Bengal  
98/07



31 DEC 2009



PLAN SHOWING THE LAND SITUATED AT DAG NO. 135(P), 136(P), 137(P), 126/165(P), 127/169(P), 128/170(P), 129/171(P), & 124/167(P), IN MOUZA BARAKHOLA, J.L. NO. - 21, P.S.- PURVAJADAVPUR, DIST. - 24 PARGANAS (SOUTH).



DAG AREA STATEMENT

DAG NO. 135 (P)	5.759 ACRE
DAG NO. 136 (P)	5.233 ACRE
DAG NO. 126/165 (P)	5.164 ACRE
DAG NO. 127/169 (P)	1.145 ACRE
DAG NO. 128/170 (P)	0.400 ACRE
DAG NO. 129/171 (P)	0.902 ACRE
DAG NO. 124/167 (P)	1.421 ACRE
DAG NO. 137 (P)	0.160 ACRE
<b>TOTAL</b>	<b>20.18 ACRE</b>

LEGEND

□ EXISTING STRUCTURE

*Sdas*  
Housing Commissioner,  
West Bengal Housing Board

*Almasi*

31 DEC 2009

WEST LAKES  
M.A.A. LASKAR  
NOTARY  
89/2007  
KOLEK  
Aliporo J...

31 DEC 2009

THE..... DAY OF 31 DEC 2009/10

PAPER WRITING 'A'

&

THE RELATIVE NOTARIAL  
CERTIFICATE



**MD. ABED ALI LASKAR** Advocate

31 DEC 2009

&



NOTARY PUBLIC  
GOVT. OF WEST BENGAL  
REGD NO. 99/07

**ADDRESS**

Resi : Kandarapur  
Garia, P.S.- Sonarpur  
Kolkata-700 084

Bar Library : 1st Floor  
Alipore Judge Court  
Kolkata-700 027

*Yunush Ali Molla*

Advocate's Clerk



31 DEC 2007