

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

Additional Registrer of Assurances-IV/AKetkata

AE 607074

8/1607989 (A.R.A.

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Additional Registration of Assurences IV, Makes

1 5 JUN 2022

Visi Case No. 2695

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Realis**ed Community** 

ARA-IV Kolkata

31.05

### **DEVELOPMENT POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS THAT I, SRI TARUN KUMAR CHATTERJEE, (PAN-AQNPC3086H) (AADHAR 661643735284) Son of late Dr. Narendra Nath Chatterjee, by faith —Hindu, by Occupation-Business, residing at 2, Motilal Colony, Police Station and Post Office -Dum Dum, Kolkata- 700081, do hereby SEND GREETINGS.

32776 urt, Calcuma SURANJAN MUKHERJEE Janolo Licensed Stamp Vanda C. C. Court 2 & S, K-S, HO, ROAL NOW 2 5 MAY 2022 2 5 MAY 2022 Jamal 6163 6164 ADDITIONAL REGISTRAR Blaskar Dewo OF ASSURANCES-IV, KOLKATA Sto Cate S. C. Dema 4, Italgraha Roerl Hol-28

#### WHEREAS

- A) I am absolutely seized and possessed of the undivided share in the land together with the other co-owners of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Land measuring 6 (six) decimals a little more or less out of 12 decimals situate, lying at and being part of C. S. & R. S. Dag No. 2551 appertaining to C. S. & R. S. Khatian No. 402, J. L. No. 10, RS No. 148, Touzi No. 173, Mouza: SULTANPUR, within Ward No. 4 of Dum Dum Municipality, Police Station: Dum Dum, District: North 24 Parganas, Kolkata 700081
- NIRMAN (P) LTD., a private limited company, having Income Tax
  Permanent Account No. (PAN) "AAHCA1189Q", registered under the
  Companies Act, 1956, having its office at 9/12, Lal Bazar Street, Third Floor,
  Block C, Post Office tal Bazar, Police Station Hare Street, Kolkata 700
  001, represented by its Director MRS. JAYATI ROY wife of Mr. Indrajit
  Roy, having Income Tax Permanent Account No. (PAN) "ACXPR9705L", by
  faith Hindu, by Occupation Business, residing at 50, Gorakshabasi Road,
  Post Office Dum Dum, Police Station Dum Dum, Kolkata 700 028,
  Indian Citizen, as DEVELOPERS/BUILDERS on this day, 30-05-2022
  Recorded with being No. 8712 with a view to
  develop the SCHEDULE property by way of raising multi-storied building
  thereon.
- c) AND WHEREAS to give effect to the said Development Agreement, it is necessary to give to the DEVELOPERS/BUILDERS a Power of Attorney to enable it to get the requisite exemption, permission, sanction and to go on and execute the construction work in the Schedule Property under the terms and conditions contained in the said Development Agreement etc., from the appropriate and/or competent authorities.
- **D)** AND WHEREAS the said Developer/Builder has requested us to execute and grant the said Power of Attorney in favour of the Developers/Builders which we hereby do.



# **Government of West Bengal**

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata Signature / LTI Sheet of Query No/Year 19048001607989/2022

I. Signature of the Person(s) admitting the Execution at Private Residence

| SI                              |  |                      |  | (s) admitting the    | Execution | at Private Resi | dence.                          |
|---------------------------------|--|----------------------|--|----------------------|-----------|-----------------|---------------------------------|
| No.                             | Name of the Exec   | utant                | Category   | Phat                 |           | Finger Print    | Signature with date             |
| 1                               | Mr TARUN KUMAR<br>CHATTERJEE 2,<br>MOTILAL COLONY<br>City:- , P.O:- RAJBA<br>P.S:-Dum Dum, Dis<br>North 24-Parganas,<br>West Bengal, India,<br>PIN:- 700081        | ,<br>ARI,<br>trict:- | Principal  |                      |           |                 | Townkumon<br>Charles<br>31.5.22 |
| SI<br>No.                       | Name of the Execu  | ıtant                | Category   | Photo                |           | Finger Print    | Signature with                  |
|                                 | Mrs JAYATI ROY 5<br>GORAKSHABASI<br>ROAD, City:-, P.O:-<br>DUM DUM, P.S:-Dur<br>Dum, District:-North<br>Parganas, West Ben<br>India, PIN:- 700028                  | 11<br>24-<br>gal,    | Represent ative of Attorney [AATREY EE NIRMAN PRIVATE LIMITED] |                      |           |                 | and solve                       |
| SI I                            | Name and Address of identifier   |                      | Identi   | fier of              | Photo     | Finger Prin     | t Signature with                |
| D S S D , 4 R K C D L D L 24 Be | Mr BHASKAR DEWAN On of Late UBODH CHANDRA EWAN 4, ITALGACHHA OAD, City:- Dikata, P.O:- UMDUM, P.S:-Dum um, District:-North Parganas, West engal, India, PIN:- 0028 |                      | ARUN KUMA  | AR<br>Irs JAYATI ROY |           | 6164            | Herskar Dowan 31/5/2022         |

(Mohul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. IV KOLKATA
Kolkata, West Bengal

**E)** AND WHEREAS in terms of the said Development Agreement I, **SRI TARUN KUMAR CHATTERJEE**, Son of late Dr. Narendra Nath Chatterjee, by faith –

Hindu, by Occupation-Business, residing at 2, Motilal Colony, Police Station and Post Office -Dum Dum, Kolkata- 700081, am desirous of appointing **M/S. AATREYEE NIRMAN (P) LTD.** as our Attorney herein represented by its Director **MRS. JAYATI ROY**, to be our true and lawful Attorneys as and for execution of Development works and purposes relating to our land and properties as described and contained hereunder:-

CHATTERJEE, Son of late Dr. Narendra Nath Chatterjee, by faith —Hindu, by Occupation-Business, residing at 2, Motilal Colony, Police Station and Post Office —Dum Dum, Kolkata—700081, do hereby nominate, constitute and appoint M/S. AATREYEE NIRMAN (P) LTD., a private limited company, having Income Tax Permanent Account No. (PAN) "AAHCA1189Q", registered under the Companies Act, 1956, having its office at 9/12, Lal Bazar Street, Third Floor, Block —C, Post Office — Lal Bazar, Police Station — Hare Street, Kolkata — 700 001, as our true and lawful Attorneys for us in our names and on our behalf with Power to act, to exercise, carry out, execute or perform any or all of the acts, deeds, things, powers or authorities in any way relating to the "Property" described in the SCHEDULE hereunder written including those, as contained hereafter as follows:—

- To take all necessary steps and to do all such acts to get the said property surveyed by a qualified Surveyor and also to arrange testing of the soil of the said property that is to say the "SCHEDULE PROPERTY" and to pay their fees and remuneration and for the aforesaid purpose to enter into correspondence and to do all such other acts, matters and things as may be necessary or expedient in respect thereof.
- 2. To appoint Architects, Engineers, Agents and to pay their fee and remuneration as shall be necessary and for that purpose to make all correspondences from time to time and to do all other acts deeds and things as our said Attorneys shall think fit and proper.

- 3. To sign, execute and submit all papers, applications, documents, statements, undertakings, declarations and building plans as may be required for having the building plan or plans for constructing multi-storied building or buildings having basement, ground and applicable floors' height on the said property to be sanctioned by the concerned Dum Dum Municipality/Municipality/Local Authority/Development Authority and/or any other concerned Authority or Authorities.
- **4.** To apply for the mutation of the said premises before the appropriate authorities including Revenue Offices and Dum Dum Municipality/Local Authority/Development Authority Authorities and for processing of such application and take steps for obtaining such mutation of the said premises or portions thereof and to pay the required fees thereof.
- 5. To appear and represent us before the appropriate authorities or Authorities including, West Bengal Police/Kolkata Police and other concerned authorities, in connection with the sanction, modification and/or alteration or revision of the plan of the buildings on the said premises.
- **6.** To pay fees to obtain sanction and such other orders and permission from the concerned Authorities as may be found expedient for sanction, modification and/or alteration of the plan and for the purpose to submit other papers and documents as may be required by the Authorizes.
- 7. To receive the excess amount of fees if any paid for the sanction and/or modification and/or alteration or revision of the said plan/plans to the Authority or Authorities and grant receipts and discharges therefore.
- **8.** To bear and pay all taxes, expenses, fees, charges and to do all above acts in such manner as may be decided by the said Authority.
- **9.** To appear, represent and sign on our behalf before all authorities including those under the concerned Dum Dum Municipality/Local

Authority/Development Authority for fixation and/or finalization of the annual valuation of the said premises and for that to sign, execute, register and submit necessary papers and documents and do all other acts, deeds and things as the said Attorneys may deem fit and proper.

- 10. To file and submit declarations, statements applications and/or returns to the necessary Authorities or Authorities in connection with the matters herein contained including to file, initiate, defend and/or compromise any suit, legal proceeding and/or Appeal or Revision.
- Corporation and/or CESC for the new temporary and/or permanent electricity connections at the said property and also to convert the overhead connection to the underground connection and to apply for the disconnection of the said temporary and/or permanent electricity connections at the said building at the said property and for the purpose to pay the required fees and/or security deposit and withdraw the same when and if so required and for the aforesaid purpose to sign, execute, and submit all necessary papers, applications, documents and plans and to do all such other acts, deeds and things as may be deemed fit and property by our said Attorneys on our behalf as and when required from time to time.
- 12. To apply before the concerned Authority for the new temporary and/or permanent connection of gas, water, sewerage, drainage, telephone generator installation and/or other connection of any other utility to the said property from the concerned Authorities, if so required and/or to make alteration therein and to close down and/or have disconnected any of the above mentioned connections and for the aforesaid purpose to sign, execute and submit all necessary papers, applications, documents and plans and to do all such other act, deeds and things as may be deemed fit and proper by our said Attorneys.
- **13.** To negotiate with any/all tenants, occupants or trespassers in occupation and/or possession in the said property i.e. in the **SCHEDULE** property and to

get the said property vacated of their occupation and/or possession and to hold the vacated and/or the entire possession and for the purpose to sign and execute all sorts of arrangements, understanding or agreements with them as the said Attorneys may deem fit and proper.

- 14. To sign, present and execute for and on our behalf and also enter to into any agreement including agreement for sale, transfer, modify, cancel, alter, drawn, approve, present, for registration and admit registration of papers, documents, contracts, agreements, conveyance deeds, leases, grants, assurances, applications, declarations, and other documents in connection with the said premises or any part or portion thereof or any interest therein and/or any structure presently standing thereat or any part or portion thereof including carrying out sale, transfer by deeds and documents and complete the same by registering before the concerned registered authority.
- **15.** To appear before any Notary Public, Registrar of Assurance, District Registrar, Additional District Sub- Registrar, Metropolitan Magistrate and other Officer or Government Body or Department and to make submissions or affidavits on our behalf and also to sign and execute any deeds documents and all such papers as and when required to do so, as if I were personally present.
- **16.** To execute, the secretarial job on our behalf and to sign, issue, deliver, serve, receive and accept all notices letters and correspondences as may be required from time to time in connection with all or any of the matters contained herein.
- **17.** To manage, maintain, protect and secure the Subject Property and to do all acts, deeds and things in connection therewith.
- **18.** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct any other structure for Development of the Subject Property or any part thereof.

All Sales

- 19. For all or any purpose herein stated to apply for and obtain any certificate, clearance, no objection, permission, license, registration etc., from all concerned authorities and persons including from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and/or the authorities under the West Bengal Town & Country (Planning & Development) Act, 1979 or West Bengal Land Reforms Act, 1955 or West Bengal Estate Acquisition Act, 1953 or Housing Industries Regulation Act or Fire or Pollution authorities, Electricity, Water and other Service Providers etc.
- **20.** To apply for and obtain any permission, clearance and license to erect and run/operate and/or maintain lift and any other utility, input or facility in the new building and/or the Subject Property.
- 21. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsides, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of Development at the Subject Property or any part thereof 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.
- **22.** To employ and appoint watchmen, guards and other security personnel for Development on the Subject Property.
- 23. To appoint, employ, engage or hire, architects, contractors, sub-contractors, structural engineers, civil engineers, overseers, consultants, vastu consultants, chartered accountants and/or such other persons or agents as may be required for effectually discharging the powers and authorities granted herein.
- 24. To prepare apply for sign and submit plans maps, sketches, structural building plans for sanctioning for the subject property to the concerned Dum Dum Municipality/Municipality/Local Authority/Development Authority or other

authorities and to have the same sanctioned and if required, to have the same modified revised altered and/or renewed and to pay fees and obtain sanction, modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore, and to construct one or more multi storied buildings in the Schedule Property in accordance with the sanctioned building plan in terms of the Development Agreement executed by and between the parties on this day, however in proportionate to their respective share in the Schedule property.

- **25.** To sign and submit all declarations, undertakings and affidavits required by the sanctioning authority for the purpose of sanction/modification/alteration/renewal of the plan or revised plan for the building or buildings to be constructed in the Subject Property.
- 26. To apply for and obtain mutation, conversion, amalgamation, separation, updation, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof before the Dum Dum Municipality/Municipality/Local Authority/Development Authority Authorities, Collector, District Magistrate including concerned ADM and D.L. & L.R.O. and any other appropriate authorities as may be deemed fit and proper by the said attorneys.
- 27. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, gas, power, drainage, sewerage, generator, transformer, lifts, security systems, 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.
- 28. To appoint engineers, technicians, masons, labours and other workmen or collaborate with organizations and persons in connection with construction of multi-storied building or buildings in several phases in the Schedule property comprising of commercial spaces, shopping complex, residential flats, garage,

parking space and other constructed areas and erections thereon strictly in accordance with the sanctioned building plan in terms of and in accordance with the Joint Venture or Collaboration Agreement executed by and between us as Landowners and the Company of the Attorneys as being Developers/Builders being one of the Directors of the Developers/Builders. And to make it clear that our said Attorneys being one of the Directors of the Developers/Builders Company and authorized person to go for construction work and other relevant acts and actions strictly in terms of the said Development Agreement.

- 29. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them or any of them as the said attorneys or any other Director of the Company wherein and whereunder the present appointed Attorneys are the Directors may deem fit and proper.
- **30.** To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipments and machineries against loss or damage by fire, earthquake and/or other risks, if and as be deemed necessary and/or desirable by the said attorneys and to pay all premium thereof.
- 31. To obtain loans and finance in respect of any aspect of the Project including the Development of Subject property that is to say the **SCHEDULE**PROPERTY from any Banks and/or the Financial Institutions by mortgaging and charging the Subject Property in respect of Constructed space including the proportionate land of the Subject Property or any part thereof, without howsoever creating any financial obligation upon the Principals/Land Owners.
- **32.** To grant "consent" and "No objection Certificate" and permit and Transfer of Units, Parking Spaces and other Transferable Areas including basement comprised in respect of the Constructed space to take loans from any Banks or Financial Institutions.

- **33.** To advertise and publicize and Development Project at the subject Property or any part thereof in any media and to appoint marketing agents, brokers, subbrokers, sole selling or other agents for sale or otherwise transfer of the same.
- **34.** To negotiate, take bookings and applications of whatsoever nature in respect of sale, leasing out, letting out or otherwise transfer of the constructed space or any part thereof and if necessary to amend, modify, alter or cancel the same and to receive the amounts receivable in respect of any transfer of any Constructed space and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same.
- **35.** To prepare, sign, execute and/or deliver all papers, documents, agreements, sale deeds, conveyances, 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 Constructed space.
- **36.** To enforce any covenant in any agreements, deed or any other contracts or documents of transfer executed by the Principals and the Developers/Builders and to exercise all rights and remedies available to the Principals and the Developers/Builders thereunder.
- **37.** To terminate any contract, agreement, right of occupancy user enjoyment with any person or persons intending to acquire the Constructed space or any part thereof for and on behalf of the Principals in such manner as the said attorneys may deem fit and proper.
- **38.** To ask, demand, sue for, recover, realize and collect all moneys, earnest moneys, considerations, construction costs, extras, deposits, additional facility or other charges, charges for maintenance and/or facilities provided in the subject property, advances, compensations, interests, damages, statutory levies and/or duties, payments whatsoever etc., 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.

- **39.** To have the Constructed space or any part thereof to be separately assessed and mutated in the name of the Owners/Purchasers/Transferees/Alien thereof and 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 attorneys may deem fit and proper.
- 40. To contest or challenge any proceeding relating to vesting or acquisition or relating to any encumbrance, obligation or liability, conversion mutation, assessment of valuation and fixation of rates or taxes by the Dum Dum Municipality/Municipality/Local Authority/Development Authority including any affair regarding granting of sanction or approval of building plan, revised plan, project plan by the said Corporation or any part thereof and to attend hearings and object or settle with term or terms and to receive compensations and other moneys payable in respect of acquisition and/or requisition of the Subject Property or any part thereof. And that our said Attorneys shall move in our names and on our behalf before all the Govt. Offices, Officers and Authorities including before the Hon'ble High Court at Calcutta under Article 226 of the Constitution of India for having due redressal.
- **41.** To deal with any claim of any third party fully and in all manner and to oppose or settle the same either mutually or by operation of law.
- 42. For all or any of the purposes herein stated to apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, and appear and represent the principals before the concerned collector, District Magistrate, ADM, Dum Dum Municipality/Municipality/Local Authority/Development Authority, Police Authority including local Police Station, Fire Brigade, Greater Kolkata Metropolitan Development Authority, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, 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, Pollution Control Board, Police Authority, Traffic Department, Directorate or Fire Services, Directorate of Lifts, Directorate of Electricity, CESC, Insurance Companies, Electricity, Water 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 Corporation and other authorities and all private bodies and service providers and all other persons and also all courts, tribunals and appellate authorities including Writ Jurisdiction of the Hon'ble High Court at Calcutta and to do all acts deeds and things as our attorneys may deem fit and proper.

- 43. To appear and represent the Principals before any Registrar of Assurance, District Registrar, Sub-Registrar, Additional Registrar, Magistrate both Executive and Judicial 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 all documents instruments and writings executed by the said attorneys by virtue of the powers hereby conferred in terms of the Development Agreement.
- **44.** To produce and deposit and take back any title deeds or documents relating to the Subject Property or any part thereof from any office, tribunal and court of law.
- **45.** 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 in which the Principals in any way or manner now are or may hereafter be interested or concerned and if thought fit to compromise, settle refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any

Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi Judicial authorities and forums, Statutory authorities, presiding officers, authorized officer, etc. and to sign, declare, verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorneys, 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 attorneys may think fit and proper.

- **46.** To 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.
- **47.** 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.
- 48. To accept or object to the assessments of valuations or taxes or land revenue in respect of the Subject Property or any part and to apply for amalgamation of the Schedule holding in the names of the Landowners or share thereof before the Dum Dum Municipality/Local Authority/Development Authority and the Revenue Office and Department of the Govt. of West Bengal and to attend all hearings and have the same finalized.
- **49.** To pay all rates, taxes, land revenue, charges, expenses and other outgoings whatsoever (including municipal corporation rates and taxes and other charges whatsoever) payable in respect of the said subject property or any part thereof or the buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid from the concerned authorities and to grant receipts and discharges in respect thereof.

- **50.** To construct, effect and raise boundary walls in and around the said Subject Property or portions thereof.
- **51.** To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities including from Dum Dum Municipality/Local Authority/Development Authority.
- 52. To execute any deed or sale, gift or any other instrument of transfer in respect of the constructed spaces along with proportionate share in the Schedule property in favour of any intending Purchaser(s) to settle consideration thereof and to receive earnest money or part of consideration money or consideration money in full and to present such document(s) of transfer before the concerned registration office, to admit execution and to perform all other acts, deeds and things to be required for effectual registration of a deed of transfer in favour of the intending purchaser or purchasers and to grant proper registration slip in favour of the intending purchaser or purchasers and following such execution and registration of any such deed or deeds of sale or deeds of transfer our said attorneys shall deliver physical and khas possession of the schedule property and the constructed areas, residential flats, shop rooms, garage or parking space thereon or any part thereof in favour of the intending purchaser or purchasers in our names and on our behalf and in respect of our said property and buildings or any part or portion thereon described in the Schedule hereunder written free from all encumbrances, lien, charges and attachment whatsoever. In case of execution of Agreement for Sale and Deed of Conveyance the power hereby given is strictly in terms of the development agreement. To make it clear that the said Development agreement executed by us and the said Developers/Builders on this day, shall be read and interpreted analogously considering both the documents a single document for its legal interpretation and both the documents shall remain in force till completion of the entire construction work and sale of all saleable areas belonging to the Developer.

- Allocation in the Subject Property with any bank, financial institution or other lending entity and raise finance therefrom by deposit of title deeds of the Subject Property (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developers/Builders and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act, provided always such borrowing of finance and mortgage shall be deemed in respect of the Developers'/Builders' revenue.
- **54.** To receive all letters parcels or other postal articles and documents in respect of the subject property and to grant proper and effectual receipt thereof.
- **55.** For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, solicitors, and to revoke such appointments, to commence and/or institute any suits, proceedings, appeals and revision before the competent court of law and to sign and execute all plaints, petitions, written statements, written objection, Memorandum of Appeals and to depose before any Court of Law in our names and on our behalf.
- **56.** To appoint substitute and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.
- 57. We hereby declare that the powers and authorities hereby granted shall remain in force till the said property is fully and properly developed as per development agreement and in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyances of the land, buildings, flats, garage, parking space, commercial areas and other constructed areas are conveyed to the intending purchasers and handing over the entire complex to the Association of Apartment Owners is registered and starts functioning.

**AND** that in case of death of any executants, the powers and authority hereunder given shall remain in force for and in respect of the remaining executants, howsoever

the legal heirs and successors of the deceased executants shall be bound by the terms of the Development Agreement and as such may execute and register separate Power of Attorney giving identical powers and authority to the present Attorneys to fulfill the terms and conditions contained in the Development Agreement ass per desire and intention of their predecessor-in-interest/deceased executants.

**AND** our said Attorneys either severally or jointly shall do all acts, deeds and things concerning the authorities hereby granted in respect of the said Property which I myself could have done lawfully under our hands and seals if personally present. **AND** further I hereby declare that we shall not do anything inconsistent with the Power of Attorney **AND THAT** all such acts, deeds and things done or to be done by our said Attorneys singly or jointly shall be deemed to have been done by us binding ourselves as our acts and actions.

**AND** we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorneys shall lawfully do or cause to be done in or about the said premises aforesaid.

## THE SCHEDULE ABOVE REFERRED TO

(Description of the project land to be developed)

**ALL THAT** piece and parcel of Land measuring **6 (six) decimals or 2614 Sq.ft.** a little more or less out of 12 decimals situate, lying at and being part of **C. S. & R. S. Dag No.** 2551 appertaining to C. S. & R. S. Khatian No. 402, J. L. No. 10, RS No. 148, Touzi No. 173, Mouza: SULTANPUR, within Old Holding No.76A, Motilal Colony, Ward No. 4 of Dum Dum Municipality, Police Station: Dum Dum, District: North 24 Parganas, Kolkata — 700081, with all sorts of rights of easement and heriditaments annexed thereto, butted and bounded in the manner following: -

On the North

By land under R.S. Dag No. 2547

On the South

By land under R.S. Dag No. 2550

On the East

By land under R.S. Dag No. 2551 and 2547 and

thereafter 8 feet wide road.

On the West

By land under R.S. Dag Nos. 2550 and 2547

| IN WITNESS WHEREOF | I have executed | these presents at | Kolkata on the |
|--------------------|-----------------|-------------------|----------------|
|--------------------|-----------------|-------------------|----------------|

3/8 day of May 2022.

SIGNED, SEALED AND DELIVERED by the

parties hereto at Kolkata in the presence of :

1. Blaskar Denan 4. Italgache Doul Kol- 28

2. Arun Halden, 166 H/39 W.C. Son Street Kell-9

Torumhung Cray

SIGNATURE OF THE EXECUTANTS

For Aatreyee Nirman Pvt. Ltd.

Director

SIGNATURE OF THE ATTORNEY

Drafted by me

Arup Kum Der .

Arup Kumar Dey
Advocate
High Court, Calcutta
Enroil No.-WB/1515/03

SPECIMEN FORM FOR TEN FINGERS PRINT Forc Middle Little (Left Hand) Little Middle (Right Hand) Middle Fore (Left Hand) Little - Middle Fore. rumb (Right Hand) Thumb Fore Middle Ring Little (Left Hand) OTOH1 Little Ring Middle Thumb (Right Hand) Thumb Middle Little (Left Hand) PROTO Little Ring Middle Thumb (Right Hand)