

Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**,

AND

SRIJAN RESIDENCY LLP, (LLPIN AH2815) (PAN:ADEFS1907P), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, Kolkata - 700 020 represented by Sri Ram Naresh Agarwal,(PAN: **ACYPA1903G**) (AADHAR: **5948 8963 0890**) son of Late N.K.Agarwal, Designated Partner residing at 135 D, S. P. Mukherjee Road, P.O. - Kalighat, P.S. - Tollygunge, Kolkata - 700026, West Bengal , hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Principal is the Owner of ALL THAT the land measuring **866.19** decimal comprised in various Dags of Mouza Kalaberia J.L No.30 and **49** decimal in various Dags of Mouza Bhatenda J.L.No. 28, Police Station - Rajarhat, within the local limits of Rajarhat-Bishnupur I Gram Panchayat, under the jurisdiction of Additional District Sub-Registration Office at Rajarhat [New Town], in the District North 24-Parganas. Aggregating to **915.19** decimal equivalent to **553.69** Kottahs more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID LAND**





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AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting **SRIJAN RESIDENCY LLP**, the Developer represented by its nominees as its lawful Attorneys namely **Sri Ram Naresh Agarwal**, (PAN: **ACYPA1903G**) (AADHAR: **5948 8963 0890**) son of Late N.K. Agarwal, Designated Partner residing at 135 D, S. P. Mukherjee Road, P.O. – Kalighat, P.S. – Tollygunge, Kolkata – 700026, West Bengal and **Sri Sunil Agarwal** (PAN ADAPA9172G) (Aadhar No 740538323436) son of Late Mahavir Prasad Agarwal, residing at Block P, Flat No 3A, Sherwood Estate, 169,N.S.C.Bose Road, Police Station & Post Office-Narendrapur (Previously Sonarpur), - Kolkata- 700103, jointly and/or severally referred to as the “**ATTORNEYS**”) to act, do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Property (more fully described in the **SCHEDULE** hereunder written to act through one or more nominees either jointly or severally.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the Rajarhat- Bishnupur I Gram Panchayat, Competent Authority for supply of Ground

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Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:

- a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
 - c) Demolition of any superstructure(s) on the Said Property
 - d) Proposed constructions (s) of New Building (s)
 - e) Additions, revisions and alterations renewals, regularization to the proposed New Buildings.:
 - f) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.





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4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
5. To obtain delivery of the sanction plan from the Kolkata Municipal Corporation or any other authority or authorities.
6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Rajarhat- Bishnupur I Gram Panchayat, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India ,Bharat Sanchar Nigam Ltd., and all other statutory authority or body.
8. To appear and represent the Principal before the necessary authorities including the Rajarhat- Bishnupur I Gram Panchayat, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be



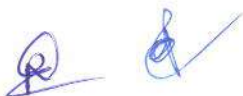


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expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.

10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including Kolkata Municipal Corporation for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.





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14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured in favour of any bank / financial institution by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and also on non-





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payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.

18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non – suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the Real Estate (Regulation & Development) Act, 2016 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any

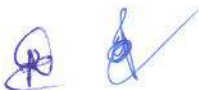




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licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents.
25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.
27. **AND THE PRINCIPALS** hereby ratify and confirm and agree to ratify and confirm all and whatsoever the ATTORNEY may do or cause to be done or purport to do by virtue of the Power hereby granted in connection with the development of the said Lands.
28. **AND WE HEREBY CLARIFY AND DECLARE** that all costs, charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by the Attorney in or about the exercise of any of the powers, authorities and/or discretions herein





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contained, shall be borne, paid and discharged by the Attorney alone, and we shall not be responsible for the same.

29. **AND** the Attorney or any person acting through the Attorney doth hereby agree to indemnify us and keep us and our partners, representatives, employees and agents harmless against all direct and/or indirect costs, charges and expenses, losses, or damages which we may suffer or incur as a consequence of misuse of this Specific Power of Attorney by the Attorney.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain valid till the completion of the Complex on the Said Property and transfer of constructed area.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.





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THE FIRST SCHEDULE ABOVE REFERRED TO::**Part - I**

ALL THAT the piece and parcel of (1) **Bastu (Housing Complex)** land measuring entire **15 decimals, more or less** comprised in **R. S. / L. R. Dag No. 1**, appertaining to **L. R. Khatian No.978**, (2) **Bastu (Housing Complex)** land measuring **19 decimals, more or less** comprised in **R. S. / L. R. Dag No.2**, appertaining to **L. R. Khatian No.978**, (3) **Bastu (Housing Complex)** land measuring **8 decimals, more or less** comprised in **R. S. / L. R. Dag No. 3**, appertaining to **L. R. Khatian No.978**, (4) **Bastu (Housing Complex)** land measuring **21 decimals, more or less** comprised in **R. S. / L. R. Dag No. 4**, appertaining to **L. R. Khatian No.978**, (5) **Bastu (Housing Complex)** land measuring **20 decimals, more or less** comprised in **R. S. / L. R. Dag No. 5**, appertaining to **L. R. Khatian No.978**, (6) ^{DOBA} ~~Bastu (Housing Complex)~~ land measuring **49 decimals, more or less** comprised in **R. S. / L. R. Dag No. 10**, appertaining to **L. R. Khatian No.978**, (7) **Bastu (Housing Complex)** land measuring **22 decimals, more or less** comprised in **R. S. / L. R. Dag No. 11**, appertaining to **L. R. Khatian No.978**, (8) **Bastu (Housing Complex)** land measuring **17 decimals, more or less** comprised in **R. S. / L. R. Dag No. 12**, appertaining to **L. R. Khatian No.978 & 1559**, (9) **Bastu (Housing Complex)** land measuring **58 decimals, more or less** comprised in **R. S. / L. R. Dag No. 13**, appertaining to **L. R. Khatian No.978**, (10) **Bastu (Housing Complex)** land measuring **15 decimals, more or less** comprised in **R. S. / L. R. Dag No. 14**, appertaining to **L. R. Khatian No.978**, (11) **Bastu (Housing Complex)** land measuring **31 decimals, more or less** comprised in **R. S. / L. R. Dag No. 15**, appertaining to **L. R. Khatian No.978**, (12) **Bastu (Housing Complex)** land measuring **11 decimals, more or less** comprised in **R. S. / L. R. Dag No. 16**, appertaining to **L. R. Khatian No.978**, (13) **Bastu (Housing Complex)** land measuring



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16 decimals, more or less comprised in R. S. / L. R. Dag No. 17, appertaining to L. R. Khatian No.978, (14) Bastu (Housing Complex) land measuring 10 decimals, more or less comprised in R. S. / L. R. Dag No. 18, appertaining to L. R. Khatian No.978, (15) Bastu (Housing Complex) land measuring 6 decimals, more or less comprised in R. S. / L. R. Dag No. 19, appertaining to L. R. Khatian No.978, (16) Bastu (Housing Complex) land measuring 10 decimals, more or less comprised in R. S. / L. R. Dag No. 20, appertaining to L. R. Khatian No.978, (17) Bastu (Housing Complex) land measuring 7 decimals, more or less comprised in R. S. / L. R. Dag No. 21, appertaining to L. R. Khatian No.978, (18) Bastu (Housing Complex) land measuring 35 decimals, more or less comprised in R. S. / L. R. Dag No. 22, appertaining to L. R. Khatian No.978, (19) Bastu (Housing Complex) land measuring 10 decimals, more or less comprised in R. S. / L. R. Dag No. 23, appertaining to L. R. Khatian No.978, (20) Bastu (Housing Complex) land measuring 20 decimals, more or less comprised in R. S. / L. R. Dag No. 24, appertaining to L. R. Khatian No.978, (21) Bastu (Housing Complex) land measuring 42 decimals, more or less comprised in R. S. / L. R. Dag No. 25, appertaining to L. R. Khatian No.978, (22) Bastu (Housing Complex) land measuring 8 decimals, more or less comprised in R. S. / L. R. Dag No. 26, appertaining to L. R. Khatian No.978, (23) Bastu (Housing Complex) land measuring 27 decimals, more or less comprised in R. S. / L. R. Dag No. 27, appertaining to L. R. Khatian No.978, (24) Bastu (Housing Complex) land measuring 71 decimals, more or less comprised in R. S. / L. R. Dag No. 28, appertaining to L. R. Khatian No.978, (25) Bastu (Housing Complex) land measuring 102 decimals, more or less comprised in R. S. / L. R. Dag No. 42, appertaining to L. R. Khatian No.978, (26) Bastu (Housing Complex) land measuring 65.19 decimals, more or less comprised in R. S. / L. R. Dag No. 43, appertaining to L. R. Khatian No.978, (27) Bastu





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(Housing Complex) land measuring 9 decimals, more or less comprised in R. S. / L. R. Dag No. 44, appertaining to L. R. Khatian No.978, (28) Bastu (Housing Complex) land measuring 12 decimals, more or less comprised in R. S. / L. R. Dag No. 74, appertaining to L. R. Khatian No.978, (29) Bastu (Housing Complex) land measuring 20 decimals, more or less comprised in R. S. / L. R. Dag No. 79, appertaining to L. R. Khatian No.978, (30) Bastu (Housing Complex) land measuring 110 decimals, more or less comprised in R. S. / L. R. Dag No. 80, appertaining to L. R. Khatian No.978, in all aggregating to 866.19 decimals, more or less lying situate at Mouza - Kalaberia, J. L. No.30, Police Station - Rajarhat, within the local limits of Rajarhat-Bishnupur I Gram Panchayat, under the jurisdiction of Additional District Sub-Registration Office at Rajarhat [New Town], in the District South 24-Parganas, as delineated in the map or plan annexed hereto and bordered in colour Red.

Part - II

ALL THAT the piece and parcel of (1) Bastu (Housing Complex) land measuring 28 decimals, more or less comprised in R. S. / L. R. Dag No. 485, appertaining to L. R. Khatian No.4979, (2) Bastu (Housing Complex) land measuring 16 decimals, more or less comprised in R. S. / L. R. Dag No. 486, appertaining to L. R. Khatian No.4979, (3) Bastu (Housing Complex) land measuring 5 decimals, more or less comprised in R. S. / L. R. Dag No. 488, appertaining to L. R. Khatian No.4979, in all aggregating to 49 decimals, more or less lying situate at Mouza - Bhatenda, J. L. No.28, Police Station - Rajarhat, within the local limits of Rajarhat-Bishnupur I Gram Panchayat, under the jurisdiction of Additional District Sub-Registration Office at Rajarhat [New Town], in the District South 24-Parganas, as delineated in the map or plan annexed hereto and bordered in colour Red.



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ALL THAT PART I & PART II land aggregating to **915.19 Decimal** equivalent to **553.689 Cottahs.**

TOGETHER WITH two storied asbestos shaded cemented flooring residential structure admeasuring about cover area of 20000 sq. ft.(14 years old).

THE SECOND SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, FACILITIES AND AMENITIES

1. Swimming pool with changing rooms.
2. Air conditioned community hall and attached open lawn.
3. Health club with steam.
4. Games room with pool table, table tennis and other board games.
5. Library.
6. Children play zone.
7. Indoor toddler's zone.
8. Home theater.
9. Multipurpose court.
10. Central landscaped garden.
11. Common roof.
12. Filtered water supply.
13. Round the clock security.
14. Elevators in all blocks.
15. Generator facility at extra cost
16. Cable TV wiring.
17. CC TV
18. Club
19. Fire Prevention Facilities

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike



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manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.





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10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying





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