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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

R NO. (8) 2651978/2021

AG 620654

This stamp is not to be used as evidence in any court of law and the validity of the same shall be subject to the Government and the provisions of the Stamp Act, 1899.

Adm

Additional Registrar
of Assurances-1, Kolkata

17 DEC 2021

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that, We, 1) M/S. MIRIK PROPERTY PRIVATE LIMITED , Holding PAN : AAECM1860B, 2) M/S. MADHUR ENCLAVE PRIVATE LIMITED , Holding PAN : AAECM1851C, both Private Limited Companies incorporated under the provisions of Companies Act, 1956, as extended by Companies Act, 2013, having their respective Registered Offices at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by their Authorized Signatory, **SHRI ANUP GUPTA**, son of Late Sital Prasad, holding PAN : AHMPG3857C, working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly), West Bengal, hereinafter called and referred to as the "EXECUTANT/OWNER" (which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include successors in office and permitted assigns etc.) do hereby nominate, appoint and constitute M/S.

Aditya Agarwal

Anup Gupta

NORTECH PROPERTY PRIVATE LIMITED Holding PAN : **AACCN0602N**, a Private Limited Company incorporated under the provisions of Companies Act, 1956, as extended by Companies Act, 2013, having its Registered Office at 17/1, Lansdowne Terrace, Kolkata – 700026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by its Authorized Signatory, **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holding (PAN : **AFEPA7678D**), working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, hereinafter for the sake of brevity called, referred and identified as the '**CONSTITUTED ATTORNEY/ DEVELOPER**', (which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include its successors in office and permitted assigns etc.) as our true and lawful Attorney.

WHEREAS

A. In terms of the basic understanding between the Owner and the Developer which stands with regard to the development the Property/Land admeasuring **08 (EIGHT) KATTAH 10 (TEN) SQUARE FEET**, being **MUNICIPAL PREMISES NO. 3539, NAYABAD, KOLKATA – 700094**, under **Mouza – Nayabad**, under R. S. Dag No – 161 & 160 R. S. Khatian Nos. 2 & 75 Touzi No. 56, R. S. – 3, J. L. No. – 25, under **Kolkata Municipal Corporation Ward No. - 109, P. S. – Purba Jadavpur**, Dist: South 24 Parganas, West Bengal, together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner in the above property by constructing new residential buildings thereon (**Project**) with the object of selling the units/ apartments/ car parks/ constructed area comprised therein the said Project agreed among the Parties entered into a 'Joint Development Agreement' dated 16.08.2021 duly registered at the office of Additional Registrar of Assurances – I, Kolkata, vide Deed No. **10131** and for the year 2021. ✓

B. In terms of **clause 12.1** of the said 'Joint Development Agreement', a 'Power of Attorney' is required to be granted to the Developer to take all necessary steps for the purpose of getting the Building Plan sanctioned/revalidated/ modified/ altered by the Planning Authorities as well as for construction of the Complex in terms of the said development agreement.

C. It is also agreed between the parties in terms of the Development Agreement, that the Developer shall be entitled to deal with the entire constructed areas or saleable spaces including Developer's Allocation and Owner's Allocation of the said property in terms of the 'Joint Development Agreement' and the Developer shall sale the entire constructed areas or saleable spaces

Amey Singh

including car parking space/ store room, etc. and shall divide the entire proceeds as morefully specified in the said Joint Development Agreement.

D. It has also been mutually agreed between the parties herein that in terms of the instant 'Power of Attorney' the Developer shall be entitled to negotiate for sale, lease or otherwise transfer of the flats, units, car parking spaces or rights and other constructed areas or saleable spaces to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire flats, units, car parking spaces and other constructed areas/saleable spaces or enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car Parking and other constructed areas/saleable spaces in the said complex.

E. The Developer also undertakes to obtain prior written consent of the Owner / Executor in the event of effecting any transfer of the Flats, Units, Car Parking Spaces or rights and other constructed areas or saleable spaces to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other constructed areas/saleable spaces or To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car Parking spaces and other constructed areas/saleable spaces in respect of the entire Project.

F. In terms of such clause in the 'Joint Development Agreement' we, the Executant / Owner do and each of us doth hereby nominate, constitute and appoint **M/S. NORTECH PROPERTY PRIVATE LIMITED**, represented by its authorized representative, **SHRI ADITYA AGARWAL**, son of Shri Sunil Agarwal, working for gain at 17/1, Lansdowne Terrace, Kolkata - 700 026, hereinafter for the sake of brevity called, referred and identified as "**THE CONSTITUTED ATTORNEY/ DEVELOPER**", to be our true and lawful attorneys in our name and on our behalf to, do jointly or severally and/or execute all or any of the following acts, deeds, matters and things for us and on our behalf and in our name in respect of land admeasuring **08 (EIGHT) KATTAH 10 (TEN) SQUARE FEET**, being **MUNICIPAL PREMISES NO. 3539, NAYABAD, KOLKATA - 700 094**, under Mouza - Nayabad, under R. S. Dag No - 161 & 160 R. S. Khatian Nos. 2 & 75 Touzi No. 56, R. S. - 3, J. L. No. - 25, under **Kolkata Municipal Corporation Ward No. - 109, P. S. - Purba Jadavpur**, Dist: South 24 Parganas, West Bengal, morefully and particularly described in the schedule herein below :

I. To take all necessary steps and to sign all papers, documents as to be required and to apply for conversion, mutation, amalgamation, etc. of the nature of the said property before the concerned,

Block Land and Land Reforms Officer and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same for us and on our behalf.

2. To make payment of up to date land revenue/ Panchayat / local authority taxes in respect of the said property by way of approaching the concerned authorities and, obtaining necessary orders for such payment and to collect receipts thereof for us and on our behalf.
3. To prepare building plan or plans for the construction of a suitable building on the said landed property and to submit the same to the Kolkata Municipal Corporation signed by representative of the concern companies for obtaining approval to the same and to submit further proposals from time to time for any amendments of such building plans to the said Municipal Corporation and other concerned authorities for the purpose of obtaining approval to such amendments.
4. To cause the submission of plans for the said property to be prepared and submitted before the concerned Block Land and Land Reforms Officer and then to have the same sanctioned/ modified/ altered/ revised/ re-validated by the planning authorities with the consent of the executants/ owners and to pay fees, costs and charges for such sanction/ modification/ alteration/ revision/ invalidation/ amendments and upon completion of work, to obtain electricity connection from CESC/ WBSEB and to execute the necessary documents if any, in respect of a portion of the said property for installation of electrical equipment for electric supply, drainage connection, water connection and completion certificates from the planning authorities for us and on our behalf.
5. To carry out, manage, attend to and deal with and, transact all works of consolidation of holdings and / or the Premises and any affairs in which we now or shall hereafter be interested or concerned at all times in such manner as our said Attorney shall deem fit and proper.
6. To deal with all authorities including but not limited to the Block Land and Land Reforms Officer and the concerned Municipality and other statutory authorities including but not limited to Kolkata Metropolitan Development Authority, Town and Country Planning authorities, MED, Metro Railway Authority and W.B. Fire Department authorities, Airport Authority of India, as to be required for the said property, obtaining regulatory clearances from, various department, obtaining drainage connection, water connection and certificate of the concerned authority and to prepare, sign and submit all plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, as be required,

in this regard for us and on our behalf and to appear and represent us in KMDA and to file necessary application or petition to obtain N.O.C. from thereon, if required, and to take necessary steps there in respect of N.O.C. or any other step or steps require before the said authority as and when our said lawful Attorney thinks, fit and proper.

7. To develop and construct a multistoried building in our property measuring more or less 08 (EIGHT) KATTAH 10 (TEN) SQUARE FEET, being MUNICIPAL PREMISES NO. 3539, NAYABAD, KOLKATA - 700 094, under Mouza - Nayabad, under R. S. Dag No - 161 & 160 R. S. Khatian Nos. 2 & 75 Touzi No. 56, R. S. - 3, J. L. No. - 25, under Kolkata Municipal Corporation Ward No. - 109, P. S. - Purba Jadavpur, Dist: South 24 Parganas, West Bengal, which is specifically mentioned in the schedule hereunder.

8. To appoint Architects, Contractors, Sub-Contractors, Electricians, Plumbers or any other person/s, organizations as may be required from time to time for the purpose of development and construction of proposed multistoried building in respect of the schedule property and settle their accounts on our behalf.

9. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell in respect of proposed flats and/or the units buildings/ car parking/other spaces at proposed multistoried building in respect of our schedule landed property lying at Mouza - Nayabad, P.S - Purba Jadavpur, fully mentioned and described in the schedule hereto to any bonafide purchaser or purchasers at such price which our said Attorney, in his absolute discretion, thinks fit and proper and / or to cancel and / or to repudiate the same and to take advances or payments in respect of "Agreement for Sale" and Deed of Conveyance/s in respect of Flats/units/car parking space to be constructed in the said property and to give possession in respect of proposed flats/units/car parking space to be constructed in the said schedule property as and when necessary on such terms and conditions as our said Attorney may think fit and proper and to sign all documents in respect of the said sale of the flat to the purchaser, including 'Allotment letter', 'Agreement for Sale', 'Deed of Conveyance', 'Possession letter', 'Demand letter', 'No-objection- certificate', etc. and to appear before any Registrar or Sub-Registrar or Registrar of Assurances and/or every office authorized by the law to accept a document for registration.

10. To enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other

constructed areas/saleable spaces comprised in the sale of the said property and for that to sign execute and deliver all papers deeds cancellations documents instruments and writings and do all acts deeds and things, including to make refunds and payments to them on any account whatsoever and also to deal with the space and rights of such person or persons in such manner as the said Attorney may deem fit and proper.

11. To ask, demand, sue for, recover, realize and collect all money, earnest money, considerations, premiums, rent, construction costs, deposits, advances, compensations, interests, damages, payments whatsoever etc. in respect of flats, units, car parking spaces and other constructed areas/saleable spaces.

12. To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract in respect of Flats, Units, Car Parking spaces and other constructed areas/saleable spaces by virtue of the authorities hereby conferred, in favour of the person or persons interested in owning, purchasing, taking on lease and/or otherwise acquiring Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces in the new Building or Buildings to be constructed at the said Property and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others;

13. To deliver possession and/or make over the constructed Flats/Units portions and issue letters of possession, and other constructed areas/saleable spaces and to do all and everything that shall be necessary for completing all sales, transfers, leases or tenancies or otherwise for saleable areas.

14. To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the said property and to appoint Solicitors, Advocates, Consultants as may be required and to accept any notice and service of papers of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc for us and on our behalf.

15. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney(s) in exercise of any power or powers herein contained shall be borne and paid and provided for by our said attorney(s) alone and we shall not be responsible for the same and the said Attorney(s) shall indemnify and keep indemnified our estate and effects from and

against the payment of the aforesaid costs, charges, that may have to be paid by us by reason of our Attorney(s) doing or causing to be done any act, deed, matter or thing by virtue of these presents.

16. To accept Writ of Summons or other legal process or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi Judicial Officer and represent us and in connection therewith file appeals or revision or any representation and appoint Advocates or Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said Flats and/or the said units/spaces/car parking spaces.
18. To sign and verify and execute all pleadings, affidavits, petitions, review petitions in connection with any suit proceeding, appeals, revisions, reviews before any Officer, Authority, Court, Tribunal, Magistrate or any other person for an on our behalf.
19. To appear and represent us in Urban Land Ceiling Authority and to file necessary application or petition to obtain N.O.C. if any from thereon and to take necessary steps thereon in respect of said N.O.C. or any other step or steps require before the said authority as and when our lawful Attorney thinks, fit and proper.
20. To present any such deed or deeds of sale, conveyance or conveyances or other document or documents for registration when required and to admit execution thereof and receive of consideration money before the Sub- Registrar or Registrar of Assurances having authority for and to have the said conveyances registered according to law and to do all other acts, deeds and things which our said Attorney shall consider necessary for the transferring and/or conveying the schedule property.
21. To appear for and represent us and to sign, execute any requisite documents before the Board of Revenue, Collector of local District, Sub-Divisional Officer, any Magistrate, Judge, Munsiff and in all Central and State Government offices, Kolkata Municipal Corporation, Kolkata Improvement Trust, K.M.D.A, Microwave Department, Microwaves Survey Division of BSNL, Fire Brigade Authority, Kolkata Municipal Corporation Commissioners of local Division in all matters and things relating to management and development of our schedule property.

22. To appear in all courts in the Union of India including the Supreme Court and High Courts and District Courts in all their jurisdiction Civil, Criminal, Testamentary of Insolvency, Company matters also in the Court of small Causes Calcutta and Sealdah, Howrah, Alipore and also in all Civil and Original courts subordinate to the several High courts its States before all judicial or executive officers, ministerial officers, Magistrates and other authorities whatsoever Union Boards, Union Court, Debt-settlement Board, House Rent Controller's court, Agricultural Income Tax court, Income Tax officer's Court, Board of Revenue, Sales Tax Officer's Court, Central Board of Revenue, Land acquisition officer's Court in all states now established or to be established within the aforesaid Union of India and to sue arrest condemn, restrain, sequester, seize, imprison and to acquit and discharge all and every person or persons companies, corporations whatsoever and whatsoever who are and hereafter may or shall be indebted to us AND also to compromise submit to arbitration conclude and agree all such matters, dealings and transactions and for the purpose to enter into make execute documents, agreements releases and discharges and also to nominate and appoint advocate, attorneys, solicitors, pleaders, auditors, revenue agents or other statutory agents or other persons or person and to give delivery or sign and warrant to prosecute or defend in the several premises aforesaid more specifically to execute Vakalatnamas, all such power or powers as occasion may require also to sign and verify plaints, petitioners, written statements, valuation statement for the purpose of Court Fees and suit valuation of accounts or information required to be signed or verified and also all such statements accounts information returns that are or may or shall be required of us from time to time under laws regulations and rules enacted or hereinafter to be enacted by the Central or Local Legislation to be lodged served or filed on our behalf in our personal capacity.

23. To demand sue for enforce payment of recover & receive and give effectual receipts and discharge for all securities for money, debts, goods, merchandise, wares, chattels effects and things of or to which we will or may become possess of or entitled to or which are or may become due owing payable deliverable or transferable to us from or by any person or persons whomsoever or any firm or firms body or bodies of corporation whatsoever.

24. To appear, adjust, settle and submit at arbitration any accounts, debts, claims and demands, disputes and matters touching any of the matters which are now subsisting or may hereafter arise between us and any other person or persons or firm or firms or body or bodies or corporation whatsoever.

25. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.

26. Owner's share of 20% of Total Sale Proceeds shall be transferred by the Developer to Owner's bank account.

BE IT IS EXPRESSLY stated that this power of attorney does not create, constitute or assume any kind of transfer in favour of the said Attorney and the attorney has the right to enter into any conveyances /assurances, agreements etc in respect of transfer of any Flats, Units, Car Parking spaces and other constructed areas/saleable spaces of the said project.

AND GENERALLY to do execute and perform all other lawful acts, matters and things as our said Attorney shall consider necessary in connection with the said premises and hereby agree that all acts, deeds and things in respect of the schedule property lawfully done by the said Attorney on our behalf, shall be construed as acts, deeds and things done by us and we, undertake to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this **POWER OF ATTORNEY**.

Aditya Aggarwal

SCHEDULE OF THE PROPERTY

ALL THAT Piece and Parcel of land measuring, more or less, **08 KATTAH 10 (TEN) SQUARE FEET**, being **MUNICIPAL PREMISES NO. 3539, NAYABAD, KOLKATA - 700 094**, under **Mouza - Nayabad**, under R. S. Dag No - 161 & 160 R. S. Khatian Nos. 2 & 75 Touzi No. 56, R. S. - 3, J. L. No. - 25, under **Kolkata Municipal Corporation Ward No. - 109, P. S. - Purba Jadavpur**, Dist: South 24 Parganas, West Bengal, which is butted and bounded as follows:-

- ON THE NORTH** : 20 Feet Common Passage and 3 Ft. wide Common Passage.
- ON THE SOUTH** : 12 Ft. wide Municipal Road & Vacant Plot of Land.
- ON THE EAST** : G+III Building, 10 Feet wide Common Passage, G+III, Building, Premises No. 3334, Nayabad, Kolkata.
- ON THE WEST** : Vacant land, G+III Building Premises No. 3180, Nayabad and 1 Storied Building Plot No. P-215

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF, We have executed this **POWER OF ATTORNEY** on this 17th day of December, Two Thousand and Twenty One (2021 A.D.).

SIGNED AND DELIVERED by the within named Executors in the presence of:

1. *Debarati Sen Gupta*

17/1, Lansdowne Terrace
Kot-700 026

2. *Rakesh Sharma*

Mirik Property Pvt. Ltd.
Madhur Enclave Pvt. Ltd.

Anup Gupta
Director / Authorized Signatory

SIGNATURE OF EXECUTOR/OWNER

Nortech Property Pvt. Ltd.

Aditya Agarwal
Director / Authorized Signatory

SIGNATURE OF CONSTITUTED ATTORNEY/ DEVELOPER

Drafted by me on the basis of information furnished by the Parties herein

Sanjay

Sanjay Kumar Jain
Advocate, High Court, Calcutta.
Enrolment No. WB/444/2005.

DATED 17TH DAY OF DECEMBER, 2021

'DEVELOPMENT POWER OF ATTORNEY'

BETWEEN

M/S. MIRIK PROPERTY PRIVATE LIMITED & OTHERS
----- EXECUTANT/OWNERS

AND

M/S. NORTECH PROPERTY PRIVATE LIMITED
----- CONSTITUTED ATTORNEY/
DEVELOPER

'EDEN AURA'
3539, NAYABAD,
KOLKATA - 700 094.