

(1)

Khardah, Dist. North 24 Parganas, Kolkata-700115, do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

1. To appear and represent us before the Panihati Municipality for amalgamating the separate Holdings into a single Holding by inserting our holding property and sign the relevant applications for that purpose on behalf of us AND to prepare plan on behalf of the Executants for development of the said property described in the Schedule hereunder and to submit the same to the Panihati Municipality and other concerned authorities for obtaining approval to the same to submit proposals from time to time for the amendment of such Building Plans to the said Municipality and other concerned authorities for the purpose of obtaining approval to such amendments.

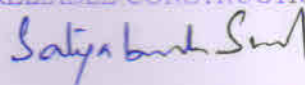
2. To approach on behalf of Executants all the concerned authorities under the Urban Land (ceiling and Regulation) Act, 1976 for the purpose of obtaining exemption under section 20 of the said Act in respect of the property for purpose of development and/or re-development of the said property and for that purpose, to sign such applications, papers, writings, undertakings etc. as may be required and to carry on correspondence with the authorities under the said Act and also prefer appeal or appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the said property.

3. To enter upon the said property either alone or along with others for the purpose of commencing construction work on the said property.

4. To supervise the development work in respect of Building/s on the said property and to carry out and/or to get carried out


Ananda Banerjee
Advocate

M/s. RELIABLE CONSTRUCTION Contd...12



Partner

through contractors, sub-contractors and/or Departmentally and/or in such manner as may be determined by the said Attorney construction of the structures on the said property in accordance with the plans and specifications and specifications sanctioned by the Panihati Municipality and other concerned authorities and in accordance with all the applicable rules and regulation made by the Government of West Bengal, Panihati Municipality, Town Planning Authorities, Police Authorities, Fire Fighting Authorities, Airport Authority and/or other concerned authorities in that behalf for the time being.

5. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal in all Departments Municipality and/or Town Planning Department and other concerned authorities (in connection with the development of the said property).
6. To appear and represent us before and all concerned authorities and parties as may be necessary in connection with the development of the said property as aforesaid.
7. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personal and workmen for carrying out the development of the said property as also construction of building/s thereon and to pay their fees, consideration monies salaries and/or wages.
8. To pay various deposits to the Panihati Municipality and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give and effectual receipts in our name and on our behalf in connection with the refund of such deposits.
9. To approach the Hydraulic Engineer, City Engineer and Authorities and Officers of the Panihati Municipality for the

(13)

purpose of obtaining various permission and other services connection including water connection for carrying out and completing the development of the said property and construction of building/s thereon and also to obtain water connections and service connection to the building constructed.

10. To execute in favour of the West Bengal State Electricity Distribution Company Limited/C.E.S.C. and/or Panihati Municipality a lease in respect of any portion of the said property for the purpose of enabling the Panihati Municipality and/or the West Bengal State Electricity Distribution Co. Ltd./C.E.S.C. to put up and erect an electric Sub-Station for the supply of electricity to the said Buildings.


11. To make necessary applications to the W.B.S.E.D.C.L./C.E.S.C. and other concerned authorities for obtaining electric power for the said property and the buildings constructed thereon.

12. To make necessary representations including filing of complaints and appeals before the Assessor and collectors, Panihati Municipality and other concerned authorities in regard to the fixation of ratable value in respect of the building/s on the said property and/ or any portion thereof by the Assessor and Collector, Panihati Municipality.


13. To apply from time to time for modifications of the Building Plans in respect of the buildings to be constructed on the said property.

14. To apply for and obtaining water connection for the Buildings to be constructed on the said property and/ or occupation and Completion Certificate in respect of the said buildings or any part or parts thereof from Panihati Municipality and other concerned authorities.

15. To give such letters and writings and/or undertaking as may be required from time to time by the Panihati


Ankenhu Bandyopadhyay

M/s. RELIABLE CONSTRUCTION


Satya Bhusan Sanyal

Partner

Contd...14

(14)

Municipality and/or other concerned authorities for the purpose of carrying out the development work in respect of the property as also in respect of the construction work of the buildings thereon and also for obtaining occupation and/or completion Certificate in respect of the said building/s or any part or parts thereof.

16. To give necessary letters, writings and undertakings to the Panihati Municipality Fire Brigade Department for occupying the said building/s and/or obtaining necessary No Objection Certificate (NOC) from the said Department in connection with the said buildings.

17. To approach the Panihati Municipality and all other concerned authorities for the purpose of obtaining release of any portions of the said property and/or structures thereon from reservation (if any).

18. To approach the Government of West Bengal in all its Departments including the B.L. & L.R.O. office as well as the Panihati Municipality for the purpose of mutation of the subject landed property and in all other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and completion certificate in connection with the running and establishing Units thereon.

19. To do all other acts, deeds, matters and things in respect of the said property described in the Schedule hereunder written including to represent before and correspond with the Panihati Municipality and other concerned authorities for any of the matters relating to the sanctioning of the plans, obtaining the floor space index (FSI) for the construction proposed to be carried out on the said property and many other matters pertaining to the said property.

1106, Sibi Bandyopadhyay

Sibi Bandyopadhyay

M/s. RELIABLE CONSTRUCTION

Satya Bandyopadhyay

Partner

Contd...15

(15)


20. (i) To make necessary applications under the Land Acquisition Act for the purpose of getting the property released from acquisition or any reservation and also for the purpose of such applications sign or execute such writings and undertaking as may be required and to prefer an appeal from the Order of the Competent Authority.

(ii) To make applications and submit the amended or new Building Plans to the Panihati Municipality including all its Departments or any other Authorities for the purpose of getting the Building Plans, I.O.D. and Commencement Certificate sanctioned and/or revalidated and to give such other applications writings undertaking as may be required for the purpose of the Development of the said property.

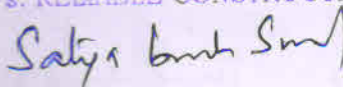
(iii) To make applications for water connection, electric supply and other incidental requirements which may be required for the development of the said property.

(iv) To apply to the controller of Cement and Steel and any other authorities for the purpose of making applications for Cement and Steel and other materials and procure the same and for that purpose to give such undertaking or execute such documents and applications as also to correspond with and do such other acts, matters and things as the Attorney may think fit and proper for the purpose of developing the said property.

21. (i) To enter into Agreement for sale of Building **(except Owner's allocated portion)** as per Agreement that will be constructed on the said property in the names of Attorney or the name of the Developers or the name of Private Limited Company and to retire and appropriate the sale proceeds to themselves.


Atokenchi Bandyopadhyay
Attorney

M/s. RELIABLE CONSTRUCTION



Partner

Contd...16

(16)

(ii) To execute and registrar any Agreement for Sale in respect of Developer's allocation, and in that effect and to execute and register the Deed of Sale/Conveyance in favour of the prospective purchaser or purchasers, nominee/nominees by writing our names thereto at its own risk and responsibilities.

(iii) To execute Agreements for sale for the said property or any part thereof (**except Owner's allocated portion**) described in the Schedule hereunder the completion of the construction and after transfer or sale of all the flats, garages, shop rooms & commercial space to the said future owners hereof.

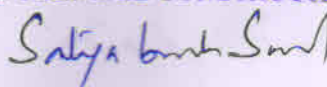
(iv) The Land owners shall handover physical possession of the land with the existing structure to the developer and/or its representatives within 7 days after execution of the Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

(v) The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the owners free of cost.

(vi) The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the association or society to be formed after taking physical possession of their respective


Muscudu Bandyopadhyay
Partner

M/s. RELIABLE CONSTRUCTION



Partner

Contd...17

flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer for sale of such flats, shops or Garages in respect of the building or buildings that may be constructed on the said plot and also to exercise and sign conveyance or surrender in respect of the said portion of the land and lodge the document or documents for registration and admit the execution of any such document or documents before A.D.S.R.O. Sodepur, D.R. North 24 Parganas at Barasat and the Registrar of Assurance at Kolkata.

22. To execute the conveyance or conveyances in respect of the said property and building/s constructed thereon or any part thereof **(except Owner's allocated portion)** in favour of such person as the said Attorney shall determine including in favour of any Co-operative Housing Society, Limited Company that may be formed for the purpose.

23. To lodge the Conveyance, Lease and/or other documents or transfer **(except Owner's allocated portion)** that may be executed by the said attorney for registration and to admit execution thereof before the concerned Sub-Registrar, Dist. Registrar or Registrar of Assurance.

24. To make application on the Panihati Municipality and other Revenue Authorities for the transfer of the said property to the Transferees in whose favour the Conveyance, Lease and/or other documents of transfer as aforesaid may have been executed.

25. To execute Lease in respect of the said property and/or portion or portions and/or structure or structures standing


Atokendu Bandopadhyay
Attorney

M/s. RELIABLE CONSTRUCTION

Satya bhush Sinha

Partner

Contd...18

thereon in favour of such person or persons as the said Attorney may from time to time determine by the said Attorney.

26. To attend before any Sub-Registrar or/and to execute and present for registration and admit execution by us of any agreement, deed, conveyance, transfer, assignment, assurances, release, indemnify or other instrument or writing the registration of which is compulsory under the Registration Act and generally to do all things necessary or expedient for registering the said deed, instruments and writings or any of them as fully and efficiently as we could do.

27. (a) To insure the said property against damaged fire tempest, riots, civil commotion, floods, earthquakes or otherwise as our said Attorney may think fit and proper.

(b) To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement charges or other security and on receipt thereof to make sign, execute and give sufficient releases or other discharges for the same.

28. (a) To lodge for registration the documents that may be required from time to time before the Sub-Registrar and to admit executing thereof.

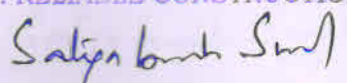
(b) We do hereby agree and undertake that we shall not in any way write any letters and/or correspond with the Government of West Bengal in all its departments, the Panihati Municipality in all its Departments and other Municipality in all its Departments and other concerned local authorities counter mining any acts, deeds, matters and things done



Alokendu Bandyopadhyay

Advocate

M/s. RELIABLE CONSTRUCTION



Contd...19

Partner