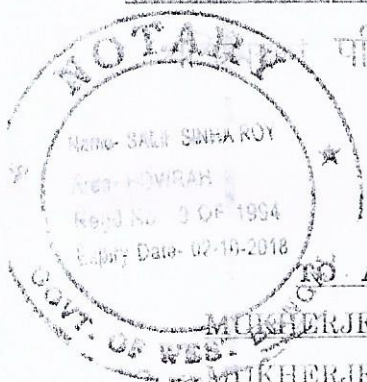


ST No 1799



पश्चिम बंगाल WEST BENGAL

20RB 60034

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, (1) SRI ARUP MUKHERJEE, son of Late Arani Mohan Mukherjee, by occupation Retired (2) SRI AMIYA MUKHERJEE, son of Late Arani Mohan Mukherjee, by occupation -Retired, both by faith-Hindu and citizens of India both of them residing at of Premises No. 139, Shibpur Road, Post & P. S. Shibpur, District - Howrah -711102, (3) SMT. APARNA CHATTERJEE, wife of Sri Pradip Kumar Chatterjee, by faith -Hindu, Citizen of India, by occupation Housewife, residing at 28/1, Haritaki Bagan Lane, P.S. Maniktala, Kolkata -700 006 (4) BANI MUKHERJEE, wife of Late Anup Mukherjee, by faith -Hindu, Citizen of India, by occupation Housewife, (5) SRI ANIRBAN MUKHERJEE, son of late Anup Mukherjee, by faith -Hindu, Citizen of India, by occupation Service, both of them residing at Premises No. 139, Shibpur Road, Post & P. S. Shibpur, District - Howrah -711102 (6) SMT. ANINDITA BANERJEE wife of Dr. Jyotirmoy Banerjee daughter of Late Anup Mukherjee, by faith Hindu, Citizen of India, by Occupation Housewife, residing at 164/A/12/1, Prince Anwar Shah Road, Police Station: Lake Kolkata -700 045, hereinafter referred to as the OWNERS (PAN NO. ADLPM7459D). (PAN NO. AFCPM0688K). (PAN NO. APDPC6303C). (PAN NO. BKAPM7671Q). (PAN NO. AVNPM2425M). (PAN NO. BPLPB6322M).

HAPPY MONTYS REAL ESTATE PRIVATE LIMITED

HAPPY MONTYS REAL ESTATE PRIVATE LIMITED

Director *Sukhvir Singh*

18 JUN 2018

was registered before Additional District Sub-Registrar, Howrah in Book No. - 1, CD Volume No. 5, Page No. 4841 - 4853, Being No. 02461 for the year 2014.

*Arup Mukherjee*  
*Bani Mukherjee*  
*Anindita Banerjee*

WHEREAS the executors herein Arup Mukherjee, Amiya Mukherjee and Aparna Chatterjee, Bani Mukherjee, Anirban Mukherjee and Anindita Banerjee jointly became the absolute owners and are absolutely seized and possessed of ALL THAT piece and parcel of the Bastu Land situated within District and District Registry and Additional District Sub-Registry Office – Howrah, Mouza and Police Station: Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road, measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon is the property under this supplementary Development Agreement more fully describe and mentioned in the SCHEDULE –A hereunder written thereof.

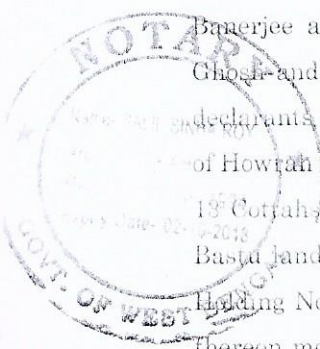
*Amiya Mukherjee*  
*Aparna Chatterjee*  
*Anirban Mukherjee*  
*Anindita Banerjee*

AND WHEREAS by virtue of a Development Agreement dated 27<sup>th</sup> January, 2014 executed by and between SRI ARUP MUKHERJEE & OTHERS, the Owner hereto and HAPPYMONTY'S REAL ESTATE PRIVATE LIMITED, the Developer hereto, all the parties hereto have mutually agreed to construct new building on the land comprised in the Premises No. 139, Shibpur Road, Police Station – Shibpur, District - Howrah – 711 102 and the said development agreement was duly registered before Registrar of Assurances-III, Kolkata registered in Book No. I, CD Volume Number 2, Page from 3792 to 3833 being No. 00780 for the year 2014 on within mentioned consideration upon the terms and consideration embodied therein (heremafter called the said "Development Agreement").

AND WHEREAS on 27<sup>th</sup> January, 2014 the said owners hereto had granted executed one General Power of Attorney duly registered before Registrar of Assurances-III, Kolkata registered in Book No. IV, CD Volume Number 2, Page from 252 to 269 being No. 00684 for the year 2014 for the purpose of construction new building and development of the said premises in terms of the aforesaid Development Agreement (hereinafter called the said "Power").

*Arup Mukherjee*

AND WHEREAS by virtue of one Deed of Amalgamation/Exchange dated 24<sup>th</sup> April 2014 executed by Arup Mukherjee, Amiya Mukherjee, Aparna Chatterjee, Bani Mukherjee, Anindita Banerjee and Anirban Mukherjee represented by their constituted attorney Smt. Monalisha Ghosh and Subhrojit Ghosh Directors of HappyMonty's Real Estate Private Limited the said declarants amalgamated the Schedule - A property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road measuring about 13<sup>3</sup> Cottahs, 10 Chattak and 30 Sq. ft, with pucca structure thereon and Schedule - B property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah Municipal Corporation Ward No. 33, Holding No. 139/1, Shibpur Road, measuring about 9 Cottahs, 8 Chattak with pucca structure thereon morefully described and mentioned in the Schedule - C property Bastu land of Mouza Shibpur & P.S. Shibpur of Howrah Municipal Corporation Ward No. 33, Holding No. 139, & 139/1, Shibpur Road measuring about 23 Cottahs, 2 Chattak and 30 Sq. ft., and the said Deed was registered before Additional District Sub-Registrar, Howrah in Book No. – I, CD Volume No. 5, Page No. 4841 – 4858, Being No. 02461 for the year 2014.



HAPPY MONTY'S REAL ESTATE PRIVATE LIMITED

HAPPY MONTY'S REAL ESTATE PRIVATE LIMITED

Director

*Subhrojit Ghosh*

18 JUN 2013

AND WHEREAS on 23<sup>rd</sup> June, 2015, in probate Case no. 72 of 2012 the District Delegate Judge granted Probate of Smt. Suniti Mukherjee in favour of Anirban Mukahejee in respect of Premises No. 139 and 139/1, Shibpur Road, Howrah thereof.

AND WHEREAS by virtue of one Deed of Gift dated 7<sup>th</sup> September, 2015 executed by Arup Mukherjee, Amiya Mukherjee, Aparna Chatterjee, Bani Mukherjee, Anindita Banerjee and Anirban Mukherjee represented by their constituted attorney Smt. Monalisha Ghosh and Subhrojit Ghosh Directors of HappyMonty's Real Estate Private Limited the said declarants gifted the front portion of the land measuring about 749.605 Sq. ft., comprised in Howrah Municipal Corporation Holding No. 139, Shibpur Road, P.S. Shibpur District Howrah within HMC Ward No. 33, Borough No. V and the said Deed was registered before District Sub-Registrar, Howrah in Book No. I, CD Volume No. 0501 -2015, Page No. 89305 - 89328, Being No. 050108610 for the year 2015.

*Anirban Mukahejee*  
*Aparna Chatterjee*

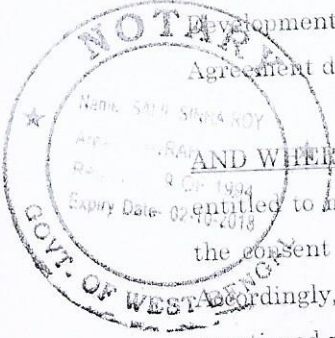
AND WHEREAS on 19<sup>th</sup> August, 2015 the Howrah Municipal Corporation, Assessment Department informed that Premises No. 139 Shibpur Road and Premises No. 139/1, Shibpur Road has been amalgamated with effect from the 1<sup>st</sup> Quarter 2016 -2017 vide order of Hon'ble M.M.I.C. dated 11.8.2015 and renumbered as Holding No. 139, Shibpur Road, Howrah.

*Anirban Mukahejee*  
*Amrita Banerjee*

AND WHEREAS after entering into the aforesaid Development Agreement the Developer at its own costs and expenses obtained a building plan duly sanctioned by the Howrah Municipal Corporation being B.R.C No.82/15-16 dated 9.10.2015 in the name of the Owners herein.

AND WHEREAS this Specified Agreement is being made by the land owners and the Developer herein, which has been agreed between the parties herein as per Schedule "E" (owners allocation) and in Schedule "F" (developer allocation) of the said Development Agreement 27<sup>th</sup> January, 2014 leaving the previously executed Development Agreement dated 27<sup>th</sup> January, 2014 as intact and binding upon both the parties hereof.

*Anirban Mukahejee*



AND WHEREAS that as per the terms of the development agreement the developer shall be entitled to make further construction of additional floors thereon of the new building with the consent of the land owners' and plan sanction by the Howrah Municipal Corporation. Accordingly, the Developer approached the Howrah Municipal Corporation and also got the sanctioned plan for construction of two additional floors i.e., 4<sup>th</sup> floor and 5<sup>th</sup> floor vide B.R.C No. 229/16-17 dated 17.01.2017 of to be constructed at Premises No.139, Shibpur Road, Police Station - Shibpur, District - Howrah - 711 102.

AND WHEREAS in terms of the said Development Agreement 27<sup>th</sup> January, 2014 the Developer shall give to the owners only 50% (Fifty Percent) of the built up area including the proportionate area of staircase & lift in respect of the 4<sup>th</sup> floor and 5<sup>th</sup> floor in the building to the owners herein together with undivided share of land and common rights of using

HAPPYMONTY'S REAL ESTATE PRIVATE LIMITED

*Suniti Mukherjee*

18 JUN 2019

common things in a common manner more fully described and mentioned in the SCHEDULE - B hereunder written.

AND WHEREAS the owners now agree to accept only 50% (Fifty Percent) of the built up area in respect of built up area of 4<sup>th</sup> floor and 5<sup>th</sup> floor including the proportionate area of staircase lift & lobby. The owners may choose to take this area anywhere in the building from ground floor to 5<sup>th</sup>. Floor as detailed below in SCHEDULE - B together with undivided share of land and common rights of using common things in a common manner more fully described and mentioned in the SCHEDULE - B thereunder written. Further balance extra area of each owner(s) shall be calculated and mentioned in SCHEDULE - B shall be purchase by the developer from the owner(s) @ Rs.3500.00 per square feet built up area.

*Arani Chatterjee*

AND WHEREAS the owners and developers agree to the building floor plans, including ground and roof floors, site layout and elevations attached hither to including complete and final dimensions. The developer should stamp and sign on them to confirm these will be maintained in the execution of the building, in totality. Individual owner's share as per SCHEDULE - B should be marked on them. However inside the layout of flats can change as per requirement of individual owner. Deviation from the attached signed layout will be allowed to the extent as allowed in standard engineering practice. The areas mentioned in SCHEDULE - B are indicative, final values will be arrived at after final measurement of the built up areas of the flats and common areas.

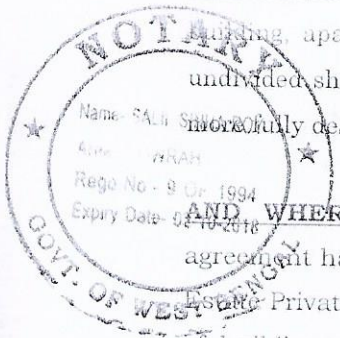
*Arani Chatterjee*  
*Arani Chatterjee*

AND WHEREAS it will be developer's liability to ensure the building and site layouts and elevations attached herein would have all necessary approvals by HMC and as per the specifications of HMC and other statutory authorities, as applicable.

*Bani Mukherjee*

AND WHEREAS the remaining built up area in respect of the 4<sup>th</sup> floor and 5<sup>th</sup> floor of the building, apart from the owners share, shall be the share of the developer together with undivided share of land and common rights of using common things in a common manner more fully described and mentioned in the SCHEDULE - C thereunder written.

AND WHEREAS accordingly on 23.05.2018 a supplementary development agreement has been executed between the executors herein and the Happy Monty's Real Estate Private Limited for construction of two additional floors i.e., 4<sup>th</sup> floor and 5<sup>th</sup> floor of building on the said Property as per the plan to be sanctioned by the Howrah Municipal Corporation on the terms and consideration embodied therein.



NOW KNOW BY THESE PRESENTS WITNESSES that We, (1) SRI ARUP MUKHERJEE, son of Late Arani Mohan Mukherjee, by occupation Retired (2) SRI AMIYA MUKHERJEE, son of Late Arani Mohan Mukherjee, by occupation - Retired No. 1 & 2 both by faith - Hindu, (3) SMT. APARNA CHATTERJEE, wife of Sri Pradip Kumar Chatterjee, by faith -Hindu, Citizen of India, by occupation Household Duty, residing at 28/1, Haritaki Bagan Lane, Police Station - Maniktala, Kolkata -700006 (4)

HAPPY MONTY'S REAL ESTATE PRIVATE LIMITED

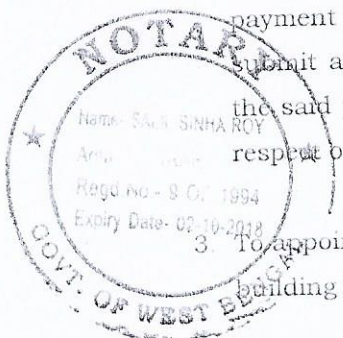
*Subhash Chandra*

18 JUN 2018

Director

BANI MUKHERJEE, wife of Late Anup Mukherjee, by faith -Hindu, Citizen of India, by occupation Household Duty, (5) SRI ANIRBAN MUKHERJEE, son of late Anup Mukherjee, by faith -Hindu, Citizen of India, by occupation Service No. 4 & 5 both residing at 139 Shibpur Road, P.S. Shibpur, District --Howrah (6) SMT. ANINDITA BANERJEE, do hereby and hereunder nominate, constitute and appoint (1) SMT. MONALISHA GHOSH, wife of Sri Subhrojit Ghosh, by faith -Hindu, Citizen of India, by occupation -Business (PAN NO. AJRPG5426E) and (2) SRI SUBHROJIT GHOSH, son of Sri Samar Kumar Ghosh, by faith-Hindu, Citizen of India, by occupation - Business, both of them residing at 143/10, Shibpur Road, Police Station -Shibpur, District Howrah-711102, (PAN NO. AHXPG6565G) Directors of HAPPYMONTY'S REAL ESTATE PRIVATE LIMITED a private limited company incorporated under the provisions of Companies Act, 1956 having its registered office situated at Premises No. 95/2/5, Shibpur Road, Police Station- Shibpur, District - Howrah-711102, (PAN NO. AADCH1488B) as our true and lawful attorneys and Agents for us in our names and on our behalf to do and execute all or any of the following acts, deeds, matters and things as mentioned hereunder, but under no case violating or repugnant to any provisions of the Contract (Development Agreement dated 27<sup>th</sup> January, 2014 and Supplementary Development Agreement dated 23.05, 2018) and the Owners' rights mentioned herein:-

1. To supervise and manage all affairs in respect of the 'Said Property' or any part or parts thereof and premises mentioned above or in which we are or may become interested to do or transact with any other person or persons or authorities all such acts, deeds and things as the Said Attorney shall think fit and proper.
2. To represent us before Howrah Municipal Corporation for the purpose of attending the hearing for fixation of annual valuation of the said property and also make payment of tax and/or amalgamation of premises and also make payment the relevant rates and taxes in respect of the Said property and also submit and obtain building plan, modification or alteration if any in respect of the said premises and also make payment of any other statutory tax or taxes in respect of the Said Property.
3. To appoint surveyor, engineers for the purpose of survey and construction of new building upon the said property, thereof.
4. To hold, defend possession, manage and maintain the said Property from time to time and conduct all correspondence relating to our said Property with any person or persons or authority or authorities.
5. To demolish and/or modify the existing structure/building and construct an two additional floors i.e., 4<sup>th</sup> floor and 5<sup>th</sup> floor on the ground plus three storied building or buildings to be constructed on and upon the Said Property as per



*Anirban Mukherjee  
Attorney & Director*

*Anirban Mukherjee  
Attorney & Director*

*Bani Mukherjee & Family*

*Subhrojit Ghosh* 18 JUN 2018

plan or plans sanctioned by Howrah Municipal Corporation and shall include flat, car parking spaces, shops and others spaces and/or areas intended or meant for the common enjoyment of the building or buildings subject to the conditions of the supplementary development agreement dated 23.05 2018 executed between the owners of the property and developer.

6. To represent us before Howrah Municipal Corporation and get the plan sanction/modify in respect of the said Property and construct two additional floors i.e., 4<sup>th</sup> floor and 5<sup>th</sup> floor on the ground plus three storied building or buildings thereof.

7. To sell, transfer its allocation to the prospective buyer or buyers as per the terms and conditions of the said Supplementary development agreement dated 23.05. 2018 and receive consideration money as mentioned in the said supplementary development agreement.

8. To represent us before CESC and get the electric connection from the concerned authority in respect of the said Property.

9. To enter into agreements for sale, lease or otherwise developers share of the new building construction of the Said Property and structures or any part or parts thereof as per Supplementary development agreement mentioned in the Schedule thereunder written to any intending purchaser or purchasers or any other person or party at such price which our said Attorneys in their absolute discretion thinks fit and proper and/or repudiate the same.

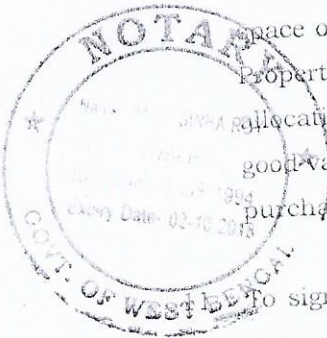
10. To receive from the intending purchaser or purchasers or parties any earnest money and/or advance or advances and also the balance of consideration money at or before the completion of such sale, lease or otherwise in respect of Flats/Units, Shops Showrooms, Offices, Godowns, Garages, Servant Quarter or space or spaces in the said buildings or buildings as constructed upon the Said Property and structures or any part or parts and which is of Developer's allocations as per supplementary development agreement thereof and to give good valid receipt and discharge for the same which will protect the purchaser or purchasers or parties.

To sign, execute and deliver any conveyance or conveyances of the constructed area or areas or any part which is of Developer's allocations as per supplementary development agreement or parts thereof in favour of the said party or parties or in favour of the said purchaser or purchasers or his/her/their nominees or assignees.

12. To sign and execute all other deeds, instruments and assurances which he shall consider necessary and to enter into and/or agree to such covenants and

*Handwritten notes:*  
Attorney in Charge  
Shri. Sankar Dasgupta  
Attorney in Charge

*Handwritten signature:*  
Bani Dasgupta



*Handwritten signature:* Subhrajit  
18 JUN 2018

conditions as may be required for fully and effectually conveying the Said Property or any part or parts thereof as we could have done if personally present.

13. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar of Assurances, Kolkata having authority for and to have the said Conveyance registered and to do all acts, deeds and things which our Said Attorney shall consider necessary for conveying the Developer's allocations only as per supplementary development agreement thereof to the said purchaser or purchasers as fully and effectually in all respect as We could do the same ourselves only after complete handover of owners share of the newly constructed property to the satisfaction of the owners. .

*Pratibha Chatterjee*  
*Pratibha Chatterjee*

14. To appear and represent us in all Courts, Civil/Criminal or Revenue or in any Registration Offices and to sign, execute, verify and file plaints, written statements and petitions and also to present appeals in any Court and to accept services of all summons, notices and other processes of Law.

*Anirban Dasgupta*  
*Anirban Dasgupta*

15. The attorney shall not be entitled to mortgage the owners allocation mentioned in the supplementary agreement in respect of the Said Property without the written permission owners thereof. Whereas the Developer have right and absolute power to mortgage its allocation mentioned in the Supplementary Development Agreement dated 23.05.2018 before any nationalized bank or any financial institution and have power to obtain financial assistance.

*Bani Dasgupta*  
*Bani Dasgupta*

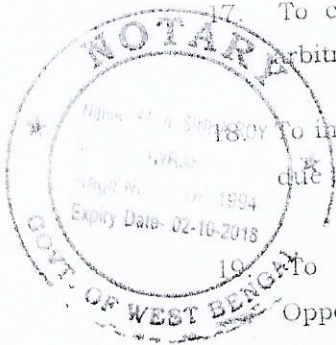
16. To appoint, engage on our behalf pleaders, Advocates or Solicitors whenever our Said Attorneys shall think proper to do so and to discharge and/or terminate his or their appointment for execution of the project in the interest of the owners.

17. To compromise, compound or withdraw cases or be non-suited or refer to arbitration all disputes and differences.

18. To indemnify the owners against any financial loss or damage due to or damage due to any action of the attorneys.

19. To withdraw and receive documents or money from any Court, Office or Opposite Party either in execution of decrees or otherwise and to do all the acts that may be necessary in connection with any of such cases.

20. To attend and represent us before all Government or Semi-Government offices and other authorities and to do all acts, deeds, matters and things on our behalf and in our names as our said Attorney shall think fit and proper.



WARRANTY LIMITED

*Sudhansu Chatterjee*

Director

18 JUN 2018

21. Irrespective of any other stipulation to the contrary, the agreement will in no way entitle the developer to start dismantling the structure at 139, Shibpur Road and ( where the owners SRI ARUP MUKHERJEE, SRI AMIYA MUKHERJEE and BANI MUKHERJEE, has been shifted at temporary accommodation in Block -B, of 139, Shibpur Road, Howrah) and in any way dispossess the owners from their existing occupation/residence at the present newly constructed premises no.139, Shibpur Road, part of the property, before shifting them to owners allocation in the newly constructed building, as per terms of the Development Agreement 27.1.2014.

*Amiya Mukherjee  
Atesma Chatterjee*

AND GENERALLY to do, execute and perform any other act or acts, deed or deeds, matter or things whatsoever which in the opinion of our said Attorneys ought to be done, executed and performed in relation to our said property or any part or parts thereof as fully and effectually as we could do the same if we personally present.

*Arundhan Chatterjee  
S.P.*

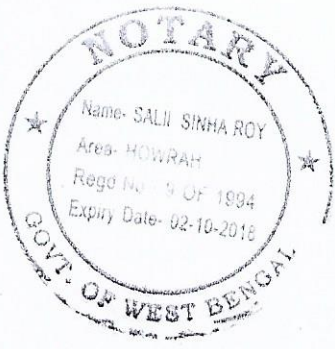
AND we hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney under this Power of Attorney in that behalf hereinbefore contained shall lawfully do, execute and perform in exercise of the Power, authorities and liberties hereby conferred upon, under and by virtue of this Deed.

*Bani Mukherjee  
Arundhan Chatterjee*

HAPPY...  
Director

*Sukhvir Singh*

*Bani Mukherjee*



7

18 JUN 2018



THE SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of the Bastu Land situated within District and District Registry and Additional District Sub-Registry Office - Howrah, Mouza and Police Station: Shibpur, Howrah Municipal Corporation Ward No. 33, Holding No. 139, Shibpur Road, measuring about 23 Cottahs 2 Chittaks 30 sq. ft. more or less with of Pucca structure standing thereon is the property under this Development Agreement which is butted and bounded as follows:-

- ON THE NORTH : 136/2 and 136/1, Shibpur Road;
- ON THE SOUTH : Shibpur Road;
- ON THE EAST : 138/1, Shibpur Road;
- ON THE WEST : Common passage and 140/3/1, Shibpur Road;

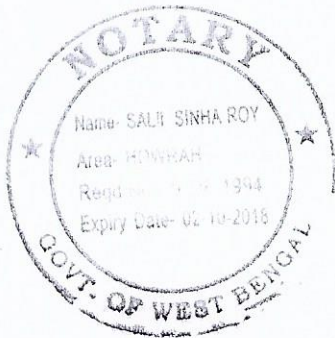
OR HOWSOEVER OTHERWISE the same hereditaments and premises is situated bounded called known described or distinguished together with building and structure for the time being thereon and which the said piece or parcel of land.

*Banga...*  
*Atmocharya*

*Adin...*  
*...*

*Bani...*

Director  
*Subin...*



7

18 JUN 2018

IN WITNESS WHEREOF the parties herein have executed these presents of this the 23<sup>rd</sup> day of May, 2018.

**SIGNED, SEALED AND DELIVERED**

by the aforesaid Executors at Howrah in the presence of:

1.

1. *[Handwritten signature]*

2. *[Handwritten signature]*

3. *Aparna Chatterjee*

4. *Bani Mukherjee*

5. *Anindita Banerjee*

6. *Anindita Banerjee*

2.

2.



**SIGNED, SEALED AND DELIVERED**

by the aforesaid Attorneys at Kolkata in the presence of:

1.

HAPPY MEET

2.

*[Handwritten signature]*

Drafted by: IDENTIFIED BY ME

*[Handwritten signature]*  
Advocate,  
High Court, Calcutta  
WB/81/1987

On Identification by the Ld. Lawyer  
LTI/SIGNATURE ATTESTED

*[Handwritten signature]*  
SALIL SINHA ROY  
NOTARY HOWRAH  
Regd No. 9/84  
GOVT. OF W.B.

18 JUN 2018