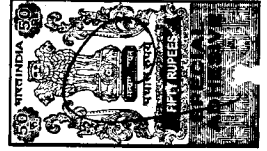


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 (W) 29/12/15  
 STAMP SUPERINTENDENT  
 KOLKATA COLLECTORATE



### POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on this the 23<sup>rd</sup> day of September, Two Thousand and Fifteen (2015) A.D., by SMT. DEBJANI BISWAS, wife of Sri Sudipta Biswas, daughter of Late Dev Prasad Chattopadhyay, by faith Hindu, by Occupation: Housewife, Nationality: Indian, permanent resident of 4, Pankajini Chatterjee Road, Tollygunge, Police Station: Charu Market, Kolkata - 700033, at present residing at 98, Bailey Close, Bounds Green N11 2JW, London, U.K. (hereinafter called the "PRINCIPAL"), do hereby nominate, appoint and constitute MUSKAN HIGHRISE PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No.7, at Premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700001, represented by one of its Directors- SRI AMARDEEP BHALOTIA, son of Late Girija Shankar Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5<sup>th</sup> Floor, 16A, Deshpran Sasmal Road Police Station- Charu Market, Kolkata-700033, to be my true and lawful attorney (hereinafter called the "ATTORNEY").

#### WHEREAS :-

- A. The Principal and her co-sharers are the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less whereupon several structure and building standing thereon, lying and situate at and being (1) Municipal Premises No. 11, Despran

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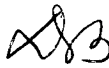
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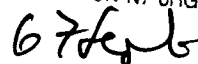
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Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 89, Sultan Alam Road; (6) Municipal Premises No. 90, Sultan Alam Road, (7) Municipal Premises No. 91, Sultan Alam Road; (8) Municipal Premises No. 46, Charu Chandra Place (East); (9) Municipal Premises No. 48, Charu Chandra Palce (East); (10) Municipal Premises No. 50, Charu Chandra Place (East) and (11) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto.

- B. The aforesaid 11 premises has been amalgamated after ratification of all formalities by the Kolkata Municipal Corporation and after amalgamation, the aforesaid 11 premises has since been known as Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, containing land measuring 4 (four) Bigha 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon, (more fully and particularly mentioned and described in the **SCHEDULE- "A"** hereunder written and hereinafter for the sake of brevity referred to as the "**said premises**".)


  
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- C. The Principal has undivided 1.39% share in the said premises. The Principal Smt. Debjani Biswas is the owner of undivided 1.39% share, being land measuring 1(one) Cottah 3(three) Chittacks 22(twenty two) Square Feet and structure measuring 255 square feet, out of **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon at and being Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, District-South 24 Parganas, which has been specifically described in the **SCHEDULE-“B”** hereunder and hereinafter referred to as the **“SAID PROPERTY”**
- D. The Principal has executed and registered a Development Agreement on 25.08.2015 in respect of her undivided 1.39% share in the said premises, namely the said property in favour of **MUSKAN HIGHRISE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at “Martin Burn Building” Room No.7, at Premises No. 1,R.N Mukherjee Road, Police Station- Hare Street, Kolkata-700001 (hereinafter referred to as the **“Developer”**). The said Development Agreement was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No.1, Being No.160505949 for the year 2015. The others co-sharers of the Principal (except Ambalika Pande) have executed and registered a Development Agreement on 07.07.2013 in respect of their in the said premises in favour of the Developer- **MUSKAN HIGHRISE**

  
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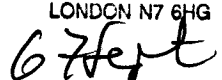
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**PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No.7, at Premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700001. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23 Page Nos. 2194 to 2276, Being No. 05537 for the year 2013.

E. The Principal is desirous of appointing, nominating and constituting the Attorney herein as her true and lawful Attorney for and on her behalf and in her name, place and stead without prejudice to her interest, to do the following acts, deeds, matters and things lawfully in respect of the said property that is to say :-

1. To hold, defend, possess, manage and maintain undivided share in the said premises and to construct the building upon the land at the said premises including the said property in terms of the Development Agreements.
2. To erect boundary walls in and around of the said premises.
3. To apply for and obtain sanction of the building plan from the Kolkata Municipal Corporation and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.
4. To sign, execute and submit all applications maps plans specification and obtain the same thereof upon sanction in respect of any new plan and/or any modification or alterations thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any

  
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plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.

5. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as may be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said premises and also to sign other documents as may be required by the authorities from time to time.
6. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of fees and charges of such Architects, Engineers and her agent or agents and/or sub-contractors, for and on behalf of the Principal.
7. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises including undivided share and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.
8. To apply for and obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said premises including the said property to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.

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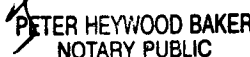
9. To make supervise and construction of the building and/or structures according to the sanction building plan to be sanctioned by the Kolkata Municipal Corporation in respect of the said premises including the said property as mentioned in hereunder and to that effect to get signed, pursue and collect on behalf of the principal all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
10. To appear and represent the Principal before the Kolkata Municipal Corporation, building Tribunal and other authorities concerned regarding any notice received or served upon the Principal in respect of the said premises including the said property and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Principal before the authorities concerned.
11. To appear and represent the Principal before the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal & Kolkata Police, C.E.S.C in connection with the said premises including the said property and to sign and execute all the papers and documents wherever necessary.
12. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises including the said

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- property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.
13. To appear and represent Principal before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the Developer allocation in terms of the Development Agreements in respect the said premises or any part thereof with undivided share of land and admit execution thereof.
  14. To enter into agreement for sale, deed of conveyance, transfer or otherwise in respect of the Developer's allocation in terms of the Development Agreements by and between the Principal and her co-sharers and the Developer together with undivided proportionate share of the land of the said premises including the said property at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.
  15. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of the Developer's allocation in terms of the Development Agreements by and between the Principal and the Developer and her co-sharers(except Smt. Ambalika Pande) and the Developer together

  
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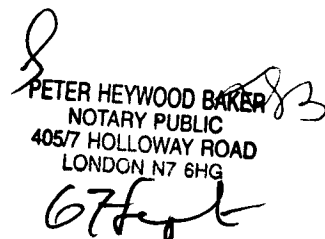
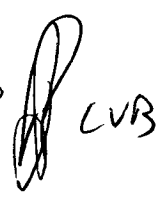


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with undivided proportionate share of the land of the said premises including the said property and to present the same for registration before the registering authority and admit the execution thereof.

16. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in respect of the Developer's Allocation in terms of the Development Agreements and to grant proper receipt and discharge thereof.
17. To deliver khas and vacant possession of the Developer's Allocation in terms of the Development Agreements by and between the Principal and her co-sharers and the Developer to the intending Purchaser or Purchasers.
18. To charge by way of equitable mortgage in respect of the Developer's Allocation in terms of the Development Agreements by and between the Principal and her co-sharers and the Developer consisting of unit/floor/ flats/ car parking spaces/commercial space/offices/ of the proposed building and to make the Principal free from all encumbrances and liabilities whatsoever.
19. To sign and execute all the papers and documents for obtaining no objection from KMDA, KIT, Fire Brigade and other authorities in respect of the said premises in the name of the Principals.
20. To negotiate with the tenants and occupiers and their heirs and sign all papers and documents for and on behalf of the principals.

  
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21. To sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.
22. To commence prosecute enforce defend answer and oppose all actions and proceedings concerning in any way the said premises including the said property or any part thereof including those relating to acquisition and/or requisition in which the Principal is now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.
23. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.
24. To sign affirm and verify plaint, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said premises or any part thereof.
25. Any director of the Developer would sign any papers and documents relating to the said premises including Agreement for Sale and Deed of Conveyance, of the Developer's allocation in the proposed building for and on behalf of the Principal.

**AND GENERALLY** to do all acts and things concerning the powers herein conferred in respect of the said property which the Principal

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could have done lawfully under her own hands, if present personally.  
And I the Principal do hereby agree ratify and confirm all acts, deeds  
and things whatsoever and the said Attorney shall do and/or cause to  
do in accordance herewith.

**THE SCHEDULE-"A" ABOVE REFERRED TO**  
*(Description of the said Premises)*

**ALL THAT** piece and parcel of land measuring 4 (four) Bigha 7 (Seven)  
Cottahs 9 (Nine) Chittacks 32 (thirty two) Square Feet, be the same or  
a little more or less, whereupon several structure and building  
measuring 18400 square feet standing thereon, lying and situated at  
and being Municipal Premises No. 11, Despran Shasmal Road, Post  
Office : Tollygunge, Police Station : Charu Market, Kolkata 700033,  
within the territorial limits of the Kolkata Municipal Corporation in its  
Ward No. 89, District and Additional District Sub Registration office  
at Alipore, District: South 24 Parganas, together with all right of  
easements, common facilities and amenities annexed thereto, which is  
butted and bounded:-

**ON THE NORTH BY** :- Charu Chandra Place (East);

**ON THE SOUTH BY** :- Sultan Alam Road;

**ON THE EAST BY** :- Charu Chandra Place (East);

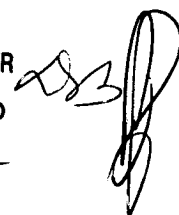
**ON THE WEST BY** :- Deshpran Sasmal Road;

**THE SCHEDULE-B ABOVE REFERRED TO**  
*(Description of the said property owned by the principal)*

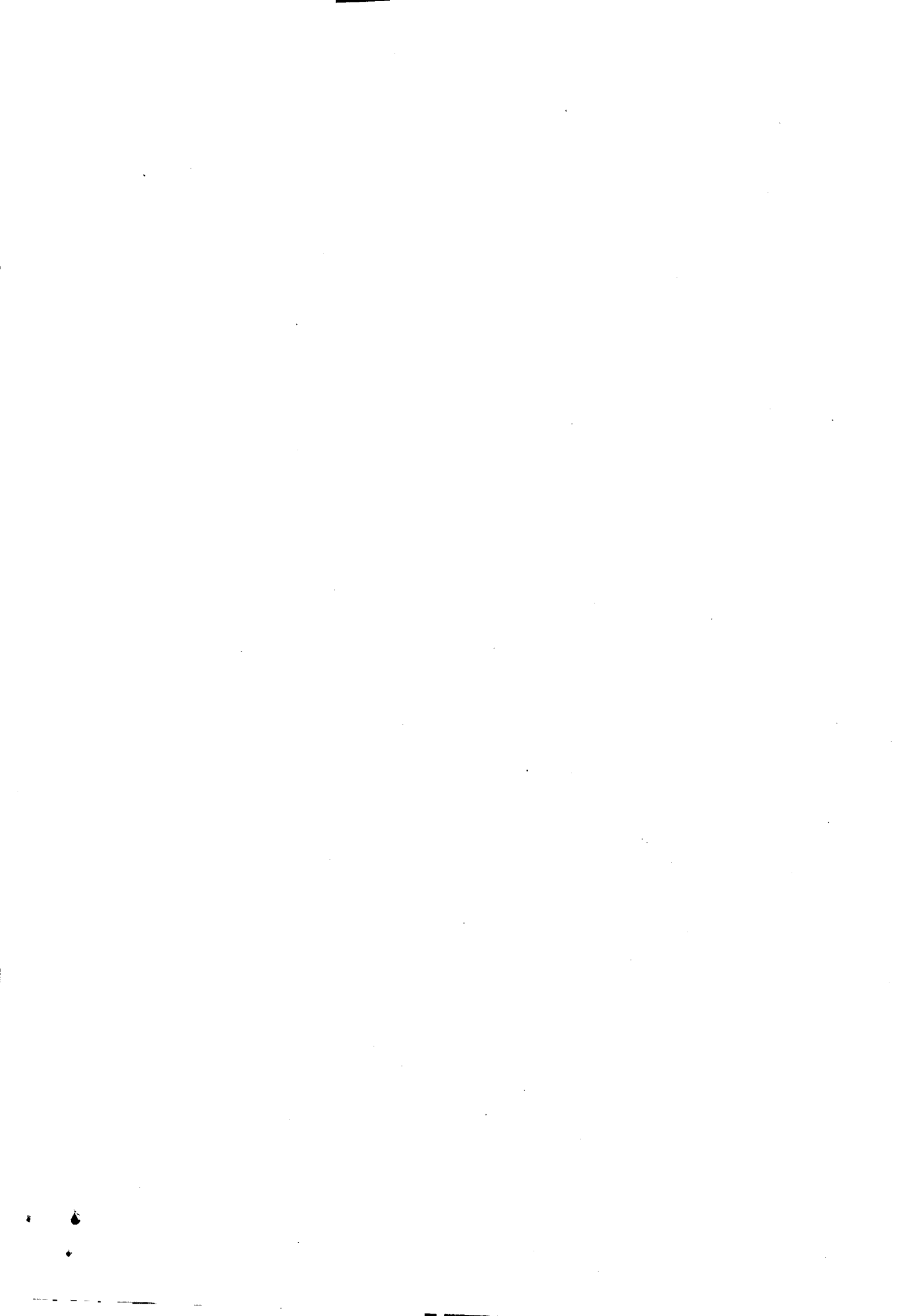
Undivided 1.39 % share, being land measuring 1(one) Cottah 3(three)  
Chittacks 22(twenty two) Square Feet and structure measuring 255  
square feet, out of land measuring 4 (four) Bigha 7 (Seven) Cottahs 9

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(Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, mentioned in **SCHEDULE-A** hereinabove.

**IN WITNESS WHEREOF** the Principal has put her signature on this the day, month and year first above written in presence of Witnesses.

**WITNESSES**

1.

*Paula...*  
P.N.A. J. BAKER

*Sejani Biswas*

Signature of the **PRINCIPAL**

2.

*C.V. Baker*  
C.V. BAKER

And before me

*Peter Heywood Baker*

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