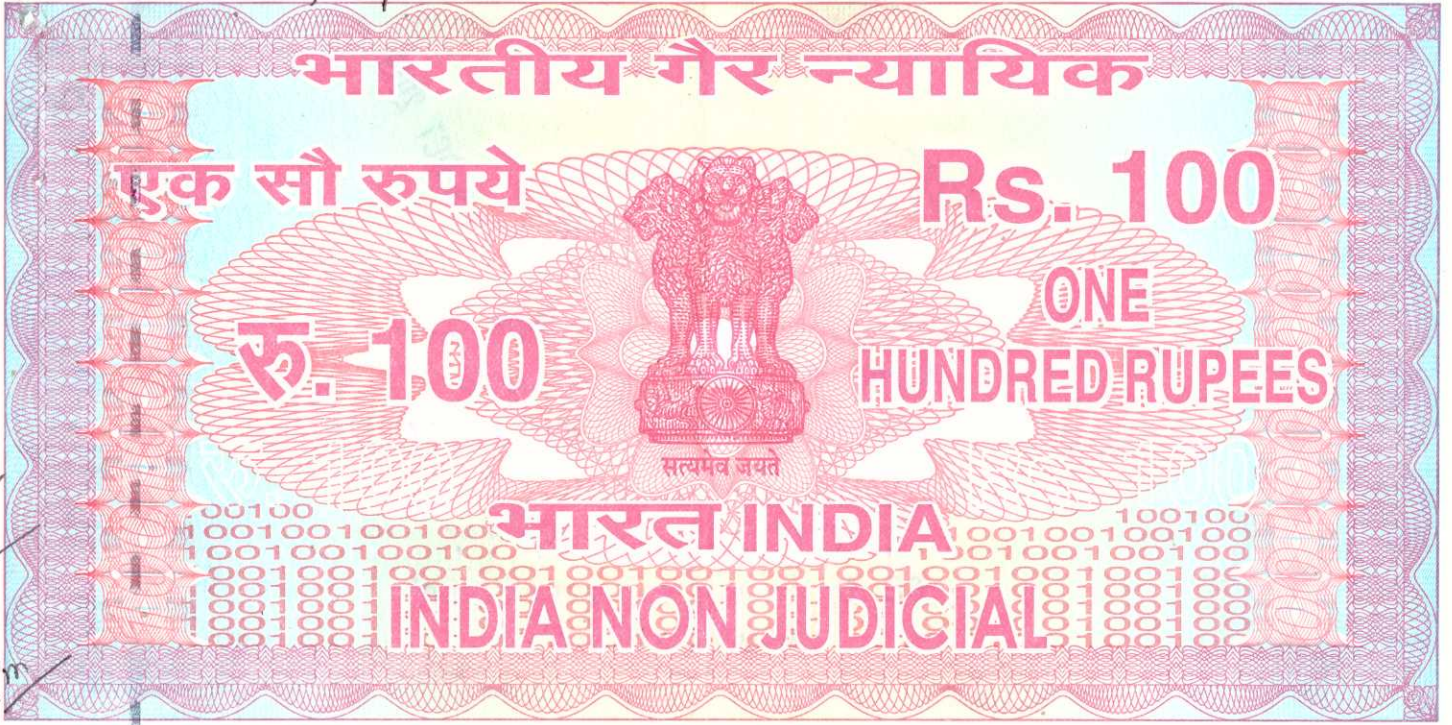


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 504107

Q NO. (8) 286535/2021.

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of the Document.

[Signature]
Additional Registrar
of Registration, Kolkata



22 FEB 2021

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY ("Power of Attorney") is granted at Kolkata on this 12th day of February, 2021:

BY

ARUN PROPERTIES LLP, (PAN ABDFA7973L) & (LLPIN AAE-9508), a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having its registered office at Premises No 13/1, Ballygunge Park Road, Police Station: Karaya, Post Office Ballygunge, Kolkata- 700 019, duly represented by its

ARUN PROPERTIES LLP
[Signature]
Partner / Authorised Signatory

PRIMARC PROJECTS PVT. LTD.
[Signature]
DIRECTOR

Dist Case No. 243 of 2021
 J(1)-... 250
 J(2)- 300
 Total 550
 Finalised on 12.2.2021

628875

19 OCT 2019

Rs.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kol-27

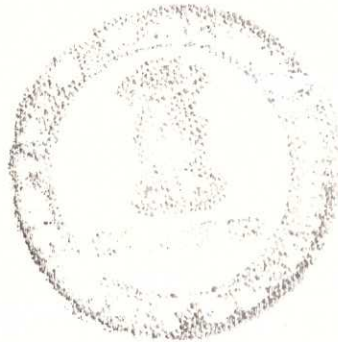
Vendor:.....

I. CHAKRABORTY

6B, Dr. Rajendra Prasad Sarani
Kolkata-700 001

PRIMARC PROJECTS PVT. LTD.


DIRECTOR



Identified by me

Romendramath Roy
S/o Narendramath Roy
326, Nam Sam Nagar, Belguria
Kolkata - 700083

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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
12 FEB 2021

authorized signatory **Mr. Aditya Vikram Harlalka**, Son of Jayprakash, Harlalka, aged about 38, by faith Hindu, by Occupation service, residing at HB-251/1, Salt Lake, Sector – 3, Bidhananagar, P.O. Bidhannagar IB Block, P.S. Bidhannagar South, Dist. North 24 Parganas (North), Pin – 700106, West Bengal, hereinafter referred to as **“APPOINTER”** (which expression shall, unless repugnant to the context or meaning thereof, shall include its successors in interests and permitted assigns) of the **ONE PART**.

IN FAVOUR OF

PRIMARC PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (**CIN U74140WB2006PTC107474**), having (**PAN: AADCP8058P**), having its registered office at 6A Elgin Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020, West Bengal, duly represented by its Director, **Mr. Sidharth Pansari (PAN AFYPP8910K)**, son of Mr Nand Kishore Pansari residing at 7, Lovelock Street, Post Office: & Police Station: Ballygunge, Kolkata 700019, hereinafter referred to as the **“ATTORNEY”**(which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in interests and permitted assigns) of the **OTHER PART**.

(The Appointer and the Attorney are individually referred to as ‘Party’ and jointly referred to as the ‘Parties’)

WHEREAS:

- A. The Appointer is the sole owner seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** immovable property being ‘bastu’ land admeasuring an area of 3 Bighas 5 Cottahs 6 Chittacks 5 Sq. ft. (equivalent to 4389.44 square meter or 66 cottahs) together with a brick built structure standing thereon situate lying at Premises No 13/1, Ballygunge Park Road, Police Station: Ballygunge, Ward No: 65, within the Kolkata Municipal Corporation, Kolkata- 700 019 (more fully described in Schedule hereto, and delineated in Red colour in the sketch Map attached hereto as Annexure-1, and hereinafter referred to as the **“Schedule Property”**).
- B. The Appointer has entered into a registered Development Agreement dated 14th August, 2020 and registered at the office of ARA-I, Kolkata in Book No. I, Volume No. 1901-2020, Pages 255848 to 255911, being No 190104882 for the year 2020 (**“Development Agreement”**) with the Attorney, therein referred to as the **“Developer”**, whereby the Appointer has appointed the Attorney to develop the Schedule Property by developing and constructing new multi-storied buildings and other constructed spaces on the Schedule Property for the consideration and or the terms and conditions as provided in the Development Agreement.
- C. The Development Agreement inter alia provides that the Appointer shall exclusively and irrevocably grant permit constitute and appoint the Attorney herein as its constituted Attorney to enable the Attorney to carry on development and construction of the self-contained units including flats,



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ADDITIONAL REGISTRAR
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apartments for residential purposes and shops and other spaces to be enjoyed for commercial purposes including car parking spaces in the Project to be constructed/developed by the Attorney ("**Units**") and subject to clause 6.4 of the Development Agreement, to enter into agreements for sale and/or other documents including deed of conveyance with prospective buyers or otherwise deal with the Units as well as the undivided proportionate interest in any part of the Schedule Property attributable to the Units and also to receive consideration moneys and further to execute receipts and/or all documents in connection therewith.

- D. In pursuance of the Development Agreement, the Appointer, has granted licence to the Developer for free egress from and ingress to the Schedule Property to commence construction and complete the development of Project on the Schedule Property as per the terms of the Development Agreement.
- E. The Appointer now desires to appoint the Attorney as its constituted Attorney.
- F. The words used in capital letter but not defined herein but defined in the Development Agreement shall have their meanings respectively ascribed to them in the Development Agreement.

NOW THEREFORE KNOW YE ALL AND THESE PRESENTS WITNESSETH that the Appointer doth hereby nominate, constitute, appoint and empower **PRIMARC PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 6A Elgin Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata – 700 020, West Bengal, duly represented by its Director, **Mr. Sidharth Pansari (PAN AFYPP8910K)**, son of Mr Nand Kishore Pansari residing at 7, Lovelock Street, Post Office: & Police Station: Ballygunge, Kolkata 700019, as its lawful attorney ("**ATTORNEY**"), with the power and authority to do all or any of the following acts, things, deeds, and matters, as may be necessary in respect of the Schedule Property for construction, development and completion of the Project in order to achieve the purpose and objectives of the Development Agreement and to implement the same, that is to say:

1. Subject to clause 6.4 of the Development Agreement, to enter into, execute Agreements to Sell/ Conveyance Deed as may be required to carry out sale/transfer of the Units in the Project and/or the Schedule Property in favour of the Customer and/or the Association, as the case may be, as per the provisions of the West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as "**WBHIRA**"). Provided however, and notwithstanding any provision to the contrary, the Developer shall be entitled to execute Conveyance Deed (s) for carrying out the transfer or conveyance of the Units in the Project and/or the Schedule Property, only as per the terms and conditions of the Development Agreement;



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ADDITIONAL RECEIPT
OF ACQUISITION BY KATA
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2. To represent the Owner in connection with the proposed sale/transfer of Units, and to negotiate on behalf of the Owner the terms and conditions of such sale/transfer of Units with the Customer;
3. Subject to clause 6.4 of the Development Agreement, to present all the Agreements to Sell / Sale Deed mentioned in (1) above, for registration before the concerned Sub-Registrar/District Registrar of Assurances/Additional Registrar of Assurances having jurisdiction, and admit execution thereof;
4. Subject to clause 6.4 of the Development Agreement, to sign and verify, applications, petitions, affidavits, forms, etc., required to be submitted at the time of registration of the Agreements to Sell / Sale Deed, mentioned above;
5. To raise loans or otherwise borrow funds for construction of the Project by mortgaging or creating a charge in respect of the Schedule Property and/or on the security of the development rights and/or Developers' Share in terms of the Development Agreement from recognized banks and financial institutions and sign and execute requisite documents required there for, on such terms and conditions as the Developers deems fit, and to get the same registered, if necessary in the manner prescribed under law and there under, be present through authorized personnel for the said purpose, but without involving / impacting the Owner or Owner's Share in the Gross Sales Revenues of the Project in any liability in respect of the said borrowing, mortgages or other commitments. The Owner shall not be responsible or liable in respect of such loan / financial facility in any manner whatsoever and howsoever;
6. To enter the Schedule Property as licensee free of all Encumbrances and obstructions to implement the Project on the Schedule Property and to hold, manage and maintain such occupation in accordance with the terms and conditions contained in the Development Agreement till the completion of the Project and to transfer of the Units as envisaged in the Development Agreement;
7. To demolish the existing structures, if any, on the Schedule Property;
8. To manage, maintain and administer the Schedule Property and all buildings and constructions to be constructed thereon and every part thereof, affix board, put the barbed wire fencing or construct a compound wall on the Schedule Property or any portion thereof as per demarcation thereof and to make all payments for getting the work done;
9. To warn off and prohibit any trespassers on the Schedule Property or any parts thereof and to take appropriate steps, whether by legal action or otherwise;
10. To make and prepare and/or cause to be made and prepared all such layout, sub-division, building plans, specifications and designs, as may be necessary, required and advisable at the discretion of the Attorney for the purpose of constructing the buildings on the Schedule Property and to get sanction for the



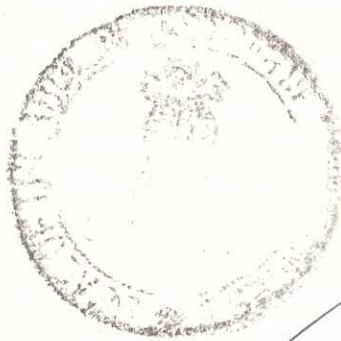
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ADDITIONAL REGISTRAR
OF ADVERTISEMENTS, KOLKATA
12 FEB 2021

same from the authorities concerned and to engage the services of any architect, engineer, consultant, or any person as may be necessary or advisable at the discretion of the Attorney and to pay necessary fees and charges required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the municipality and/or other authorities concerned;

11. To apply for and obtain all such approvals, consents, permissions, sanctions and no-objections which may be required to be obtained from any authority, body or functionary under the applicable laws relating to the works envisaged herein including any modification, additions, alterations, variations, changes etc of the sanctioned plan, commencement and completion of construction of the building(s) on the Schedule Property;
12. To apply and obtain in the name of the Appointer or the Developer all permissions, approvals, registrations and consents as may be required from time to time under applicable law (including WBHIRA) for the construction and development of the Project and for that purpose sign and execute all forms, letters, deeds and documents as may be prescribed under law or otherwise and to represent the Appointer before all departments and authorities concerned for the purpose of receiving and obtaining all such approvals, permissions, consents and registrations.
13. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone, or other connections of any other utility at or upon the proposed Project and/or the Units and/or Schedule Property and/or to make alterations therein 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 Attorney;
14. To pay all rents, rates, taxes, charges, expenses and other outgoings, whatsoever payable in terms of the Development Agreement in the names and on behalf of Appointer for and on account of the Schedule Property or any part thereof and/or development thereof and similarly to receive all incomings receivable for and on account of the Schedule Property or any part thereof;
15. To insure the Schedule Property and/or the proposed Project and Units to be constructed thereon against damages, fire, tempest, riots, civil commotions, floods, earthquake or otherwise and to lodge claims and also receive all insurance claims and moneys and for that purpose to pay the premium and do all acts and things as the Attorney may deem fit and proper;
16. To manage the Project and the Common Areas constructed upon the Schedule Property till completion of the Project. Also, to form the Association at its costs and expenses and thereafter transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;

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ADDITIONAL REGISTRAR
OF ASSURANCES - I, KOLKATA
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17. To deposit and withdraw fees, documents and moneys in and from any courts and/or any other person or authority and give valid receipts and discharges thereof;
18. Subject to clause 6.4 of the Development Agreement, for all or any of the purpose hereinbefore stated to appear and represent the Appointer before all authorities having jurisdiction and to sign execute and submit all papers and documents concerning units and buildings to be developed on the Schedule Property; To appoint any project consultant, project manager, architects, engineers, contractors, sub-contractors and/or any other suitable professionals from time to time, as the Attorney may deem fit and proper, for construction, completion of the Project, units and buildings to be developed on the Schedule Property;
19. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the Schedule Property in accordance with the sanctioned plans and approved specifications and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed;
20. Subject to the terms mutually agreed between the Parties, to market the Project and for that purpose appoint marketing agents, brokers, and any other person and to advertise in the newspapers or such other media as the Attorney may deem fit and , subject to clause 6.4 of the Development Agreement, to execute agreements for transfer of such Units with the prospective transferees at and for such price or consideration and upon such terms and conditions as the Attorney shall deem fit and proper in accordance with the Development Agreement and for the same also to enter into for themselves and for and on behalf of the Appointer the agreements for transfer of the Units and to do all such necessary acts and things as may be necessary or proper in that behalf;
21. To launch the Project and make booking, take advances and/ or, to exercise full, exclusive right and authority for marketing and to receive transfer consideration as per the terms of the Development Agreement and give receipts and hand over ownership, possession, use or occupation of the Units to the Customers;
22. To make applications to the government or semi-government authorities for registration of the Project or for Grants, Subsidies, Quotas, Permits, sanction of cement and steel and/or such other building materials as may be required and for that purpose to execute necessary petitions, applications and writings including undertakings and bonds and to furnish necessary deposits for the same;
23. To cause the survey as also measurement of the Schedule Property by the local Schedule Property Revenue staff members or other Central or State Government Agencies and/or departments and further to cause erection and/or affixation and/or installation of pillars as also fencing all around the



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ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
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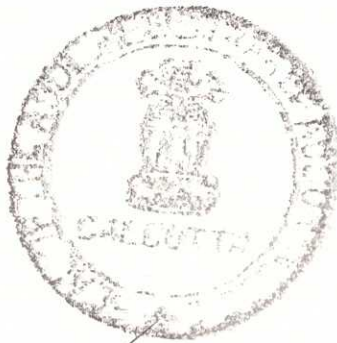
Schedule Property at such costs and such terms and in such manner as the Attorney shall think proper;

24. To empower on behalf of and in the names of the Appointer and to represent its interest before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whatsoever;
25. To apply for refund of deposits made or to be made with the concerned Authorities and receive such refunds;
26. To nominate, appoint, engage and authorize solicitors, advocates, Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Contractors, Sub-Contractors and other professional agents and to sign and give warrants or Vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remunerations including special fees and charges;
27. In connection with or relating to the Schedule Property to take action under intimation to the Appointer against any person or tenants, occupiers, etc. if any, in any court and to represent the Appointer in any Court of Law and to sign applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on behalf of the Appointer from time to time as may be found necessary, proper and/or enter into any agreement relating to development of the Schedule Property or to refer the same to arbitration or otherwise to deal with the same as effectively to all intents and purposes aforesaid to appoint Advocates(s), Solicitors and Counsel and to sign Vakalatnama and/or authorizations on behalf of the Appointer;
28. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates, sanctioning authorities and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein;
29. To grant "No Objection Certificate" to the Customers for the purpose of obtaining loan, from the institutions and/or banks and/or any other authorities, for the purpose of acquiring Units in the Project and the proportionate interests in the Schedule Property and creating mortgage of their respective Units together with the proportionate, undivided and impartible interest in the Schedule Property;
30. To give undertakings, assurances and indemnities, as may be required for the purposes aforesaid;
31. To appear and represent the Appointer before all authorities, make commitments and give undertakings as may be required for all or any of the purposes herein contained;



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KEMENTERIAN
KELAKSANAAN KEMENTERIAN
12 FEB 2021

32. Subject to clause 6.4 of the Development Agreement, to execute, sign, seal and deliver in the name and on behalf of the Appointer all documents, deeds, instructions, agreements, contracts, acknowledgements including charges, mortgages and security documents on the Schedule Property in respect thereof as fully and effectually to all intents and purposes as the Appointers could have done as per the terms of the Development Agreement; To delegate, substitute, appoint, authorise any other directors, officers of Attorney and/or of its Group Concerns or such other persons as may be authorised by the Attorney from time to time in this regard and to remove such authorized persons or delegates or substitutes and to appoint any other or others as may be duly appointed under the authority given herein.
33. To approach the concerned local KMC or such other competent authorities, including the Fire services Department, Power Transmission Corporation, Electricity Supply Company Limited, Telecom, Airport and Telecommunication Authorities, Urban Development Authorities, Pollution Control Board, Environmental Authorities, Lift Inspectorate, Electrical Inspectorate etc., and get the required permissions and sanctions, and for appointing Contractors, Civil Engineers, Architects, Consultants as desired by the Developers, and to do all other acts as may be necessary for effective development and completion of the Project on the Schedule Property in such manner as the Developers may deem fit and proper;
34. To appear for and represent before all Government Agencies including Government/Semi Government/Non-Governmental authorities and / or state/private power distribution/supply company/ies Municipal Corporation, state/private power distribution/supply company/ies, state/private water supply/sewerage disposal entities, Department of Telecommunications and state/private telephone service providers, Police Department, Airport Authorities, Fire Authorities, Environmental Authorities, Pollution Control Board/s, Lift Inspectorate, Electrical Inspectorate, Security Services Providers and before all other Government offices, semi government offices, private offices, statutory offices, bodies, firms, associations, corporate authorities and other entities in connection with the Project (including but not limited), to apply for any plans, licenses, approvals, sanctions, orders etc., (including modifications thereof, if any), from time to time, for or in connection with construction of the Project on the Schedule Property, and for the said purposes, to sign and execute necessary plans, petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and also apply for renewal thereof and pay necessary charges, levies and sums required thereof;
35. To apply to state / private power distribution / supply company/ies, Water Supply and Sewerage Board and/or other state/private water supply/sewerage disposal entities, and to such other entities / authorities and to all other offices for securing necessary connection of power, putting up a sub-station, water,



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sewerage etc. on the Schedule Property, and to sign all such applications, affidavits, undertakings, declarations, agreements, indemnities, etc., as may be required in this regard, and pay necessary charges, levies and sums thereof;

36. To appear for and represent before revenue authorities, town planning authorities, and urban development authorities (including but not limited to KMDA), in connection with any of the matters connected with the development of Project on the Schedule Property;
37. To appoint, from time to time, professionals and to grant them necessary authority to appear and represent us before any or all authority/ies set out in this Power of Attorney, including any other authority/ies of Central State and Local Government, Airport authorities, Department of Telecommunication and such other statutory judicial, quasi-judicial authorities as may be deemed necessary by the Developer for the purposes of development of the Project;
38. To appoint, from time to time, contractors, civil engineers, architects, consultants and such other technical and other personnel and consultants and workers as may be required for the development of the Schedule Property;
39. To pay development charges, layout charges, betterment charges, property tax, library tax etc., as may be applicable, on behalf of the Owner in respect of the Schedule Property;
40. To apply for and secure commencement certificates, completion certificates and other certificates, permissions, sanctions, orders etc., in respect of the Project to be constructed and completed on the Schedule Property from the concerned authorities;
41. To deal with the assessment authorities and/or revenue departments/authorities in connection with all matters pertaining to the assessment of the Schedule Property in consultation with the Owner;
42. To pay or to facilitate payment of necessary deposits security deposits or any other amounts that may be required to be deposited or paid to CESC and state/private power distribution/supply company/ies, KMC and/or other state/private water supply/sewerage disposal entities, Municipal/ KMDA, Airport Authorities and and/or any office or board or authority mentioned in any of the foregoing paragraphs, and also to apply for the refund thereof and to recover the same as and when occasion arises;
43. At its costs and expenses and without prejudicing any of the rights, benefits and entitlements of the Owner under the Development Agreement or creating any liability upon the Owner, to institute, defend and prosecute, enforce or resist or continue any suit or other actions and proceedings, appeals in any Court anywhere in the Civil and/or Criminal and/or Revenue and/or Revision jurisdiction or before any Tribunal or Arbitration or Industrial Court, GST



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GOVERNMENT OF WEST BENGAL
KOLKATA
12 FEB 2021

Authorities, to execute warrant of Attorney, Vakalatnama and other authorities, to act and to plead and to sign and verify complaints, written statements, petitions, and other pleadings including pleadings under Article 226 of the Constitution of India and also to present any Memorandum of Appeal, Accounts, Inventories, to accept service of summons, notices, and other legal processes, enforce judgment, execute any decree or order, to appoint and engage advocates, auditors, tax-practitioners and other agents etc., as attorneys of the Owner think fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same, to be non-suited and to receive delivery of documents or payments of any money or monies from any court, office or opposite party either in execution of decree or order or otherwise as they shall think fit and proper; and do all acts, deeds and things, that any be necessary or requisite in connection therewith. Provided that all such actions relate exclusively to the construction and development of the Project, and not to the Schedule Property;

44. To register the Project under WBHIRA and/or Real Estate (Regulation and Development) Act, 2016 and do all acts and deeds necessary for a 'Promoter' to make the Project compliant under the provisions of WBHIRA and/or Real Estate (Regulation and Development) Act, 2016.
45. To open, maintain and operate the Designated Account solely for the purposes of the Project and also the escrow account as mandatory under WBHIRA.
46. To collect and deposit the Revenue in the Escrow Account as required under the WBHIRA and the Designated Account.
47. To maintain books of accounts, ledgers, records and all material documents relevant to the Project at its office.
48. And generally, to do all other acts, deeds, matters and things in connection with and relating to and concerning or touching upon the alienation of the Units and the Schedule Property in the manner aforesaid, in accordance with the provisions of the Development Agreement.
49. For effectively performing and executing all the matters and things aforesaid, the Owner hereby further grants unto the Developers full power and absolute authority to substitute and appoint in its place on such terms as it shall think fit, one or more attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other/s in place of such attorney as the Developer shall, from time to time, think fit and proper, subject to the Developer being fully and completely responsible for all acts and omissions of such attorneys.

AND GENERALLY, to do all other acts, deeds, matters and things concerning and in respect of development of the Schedule Property and/or construction of Project



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ADDITIONAL HEAD
OF ASSURANCE
12 FEB 2021