

or consideration amount and the OWNERS (if they decide to sell their allocation through the Developer), will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the OWNERS by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers in respect of the OWNER'S ALLOCATION and OWNERS will get his shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.

- 9.3 That in respect of the DEVELOPER'S ALLOCATION of Rest of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Flat/ Residential/commercial Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

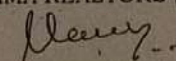
**ARTICLE X - TIME FOR COMPLETION:**

- 10.1 The building shall be completed within 36 months from the date of sanction of the Plan for construction of the proposed G + IV storied building by the Kolkata Municipal Corporation unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

**ARTICLE XI - MISCELLANEOUS:**

- 11.1 The OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNERS and the DEVELOPER nor shall the OWNERS and the DEVELOPER in any manner

For AHIMA REALTORS (P) LTD

  
MANAGING DIRECTOR

Ashish Kumar Mukherjee  
Ashish Kumar Mukherjee



constitute an association of persons.

- 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present representative partner of the DEVELOPER must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm and in that event this agreement would be considered to have been executed between the OWNERS and the said Private Limited Company or the Partnership Firm, and the terms and conditions contained herein shall be applicable to the said assignee.
- 11.3 All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and / or criminal liability of the OWNERS and the OWNERS will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.
- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5 **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a **FORCE MAJEURE** with a view that obligation of the party affected by the **FORCE MAJEURE** shall be suspended for the duration of the **FORCE MAJEURE**.

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MANAGING DIRECTOR

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*Ashin Kumar Mukherjee*

11.7 It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which no specific provision has been made herein, the OWNERS hereby authorize the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNERS and by giving prior information.

11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership of flats.

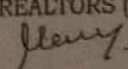
11.9 The OWNERS and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their consent to abide by the same.

11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNERS if delivered by hand or sent by prepaid registered post.

11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNERS or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.

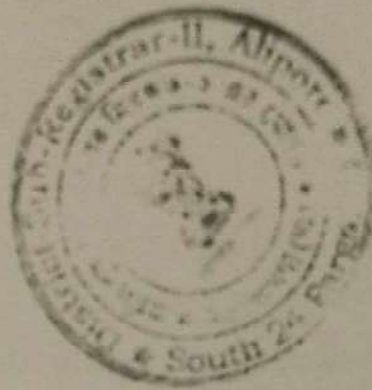
11.12 As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the OWNERS and/or their

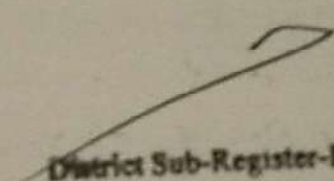
For AHIMA REALTORS (P) LTD

  
MANAGING DIRECTOR

Ashim Kumar Mukherjee  
Ashim Kumar Mukherjee





  
District Sub-Registrar-II  
Alipore, South 24 Parganas

6 JAN 2020

transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

11.13 The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.

11.14 The OWNERS shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNERS until delivery and/or the completion certificate of possession of the OWNERS allocation in the proposed building.

11.15. The Developer hereby undertakes that final Deed of conveyance shall be executed to the intending Purchaser/Purchasers from developer's allocation share after handover possession of owner's allocation share.

**ARTICLE XII - POWER OF ATTORNEY:**

12.1 In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 60% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the Owner and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents

For AHIMA REALTORS (P) LTD

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MANAGING DIRECTOR

Ashin Kumar  
Ashin Kumar Mukherjee



as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owners/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property.

1.2.2 In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Residential/commercial Flats and Parking Spaces on behalf of the Owners is required, hence for the said reason the OWNERS hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

#### POWER OF ATTORNEY

**TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, THE OWNERS, [1] SHRI ASIM KUMAR MUKHERJEE @ ASHIM KUMAR MUKHERJEE [PAN - AEUPM4836L], son of Late Anil Kumar Mukherjee, by faith- Hindu, by**

for AHIMA REALTORS (P) LTD

*Harvey*  
MANAGING DIRECTOR

Ashim Kumar Mukherjee  
Ashim Kumar Mukherjee



occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; [2] **SHRI ASHIS KUMAR MUKHERJEE [PAN - ADEPM5330N]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061 and [3] **SHRI ALOKE KUMAR MUKHERJEE [PAN - CWMPM4323G]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna,, P.O- Sarsuna, Kolkata- 700061; **SEND GREETINGS:-**

**WHEREAS** the Executants/Executors of this Power of Attorney are the Owners of the immovable properties consisting of a plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

**AND WHEREAS** Executants/Executors of this Power of Attorney being the Owners intended and proposed to develop the said **First Schedule** mentioned property construction and erecting and constructing new residential multi-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the multi-storeyed residential building inclusive of Flats/ Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities and intended to sell on ownership basis to the intending purchaser/purchasers.

**AND WHEREAS** in connection to such proposal, Executants/Executors of this Power of Attorney being the Owners hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executants/Executors of this Power of Attorney being the Owners have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executants/Executors

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MANAGING DIRECTOR



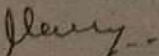
of this Power of Attorney being the Owners are hereby executing this Power of Attorney.

**AND WHEREAS** Executants/Executors of this Power of Attorney being the Owners are currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their health problem and also due other occupations and habitation issues.

**AND WHEREAS** due to the physical ailments and other businesses Executants/Executors of this Power of Attorney being the Owners frequently reside out of the town which clearly disable Executants/Executors of this Power of Attorney being the Owners from appending their signatures to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the Owners appoint **M/s. AHIMA REALTORS PRIVATE LIMITED [PAN- AAFCA9597C]**, a limited company incorporated under the Companies Act, 1956, having it's registered office at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by it's managing director - **SHRI UJJAL AUDDY [PAN-ADAPA9306N]**, son of Late Ahindra Kumar Auddy, by faith - Hindu, both by occupation - Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, P.O- New Alipore, Kolkata-700 038 as the attorney or agent of the Executants / Executor of this Power of Attorney being the Owners with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the Owners and in the names of the Executants/Executors of this Power of Attorney being the Owners and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executants/Executors of this Power of Attorney being the Owners agreed upon as per the Agreement for Development.

**NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY - [1] SHRI ASIM KUMAR MUKHERJEE @ ASHIM KUMAR MUKHERJEE [PAN - AEUPM4836L]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address -

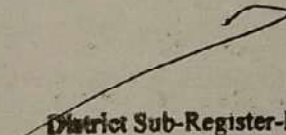
For AHIMA REALTORS (P) LTD

  
MANAGING DIRECTOR

Asim Kumar Mukherjee  
Ashim Kumar Mukherjee





  
District Sub-Register-II  
Alipore, South 24 Parganas

16 JAN 2020

66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; [2] **SHRI ASHIS KUMAR MUKHERJEE [PAN - ADEPM5330N]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061 and [3] **SHRI ALOKE KUMAR MUKHERJEE [PAN - CWMPM4323G]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna,, P.O- Sarsuna, Kolkata- 700061; do hereby unconditionally and unequivocally nominate, constitute and appoint **M/s. AHIMA REALTORS PRIVATE LIMITED [PAN- AAFCA9597C]**, a limited company incorporated under the Companies Act, 1956, having it's registered office at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by it's managing director - **SHRI UJJAL AUDDY [PAN-ADAPA9306N]**, son of Late Ahindra Kumar Auddy, by faith - Hindu, both by occupation - Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, P.O- New Alipore, Kolkata-700 038 to be our true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of their and in our names viz.

1. To work, manage, control and supervise the management of all and administer the properties of the Executants/Executors of this Power of Attorney being the Owners as mentioned in below.
2. To sign all letters (including the written consent of the Executants/Executors of this Power of Attorney being the Owners to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owners.
3. To appear before the Kolkata Municipal Corporation and to do all acts deeds and things in relation to the completion of mutation in the names

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MANAGING DIRECTOR

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Ashis Kumar Mukherjee

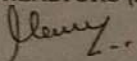


of the Executants/Executors of this Power of Attorney being the Owners and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the Owners.

4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executants/Executors of this Power of Attorney being the Owners shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owners before the Registrar, Notary, Oath Commissioner or other public authorities as if the same was duly executed by the Executants/Executors of this Power of Attorney being the Owners and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executants/Executors of this Power of Attorney being the Owners personally.
5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the Owners and signed by them under these presents and hand over the same for safe custody.
6. To present the Executants/Executors of this Power of Attorney being the Owners if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on

Ashim Kumar Mukherjee  
Ashim Kumar Mukherjee

For AHIMA REALTORS (P) LTD

  
MANAGING DIRECTOR

behalf of the Executants/Executors of this Power of Attorney being the Owners for the purpose of conducting the litigations, if any, as the said attorney of the Executants/Executors of this Power of Attorney being the Owners shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.

7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executants/Executors of this Power of Attorney being the Owners and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executants/Executors of this Power of Attorney being the Owners is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants/Executors of this Power of Attorney being the Owners shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the Owners further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants/Executors of

For AHIMA REALTORS (P) LTD

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MANAGING DIRECTOR

Ashish Kumar Mukherjee  
Ashish Kumar Mukherjee



this Power of Attorney being the Owners or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants/Executors of this Power of Attorney being the Owners shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the Owners and/or done by themselves.

10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants/Executors of this Power of Attorney being the Owners.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executants/Executors of this Power of Attorney being the Owners as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owners in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants/Executors of this Power of Attorney being the Owners and on behalf of the Executants/Executors of this Power of Attorney being the Owners in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in

For AHIMA REALTORS (P) LTD

*Manoj*  
MANAGING DIRECTOR

Ashis Kumar Chakrabarti  
Ashis Kumar Mukherjee



**District Sub-Register-II**  
**Alipore, South 24 Parganas**

**6 JAN 2020**