

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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**AMENDED POWER OF ATTORNEY**

**TO ALL TO WHOM THESE PRESENTS SHALL COME, we, WEST BENGAL HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972 together with up-to-date amendments of the Act), having our office at 105, Surendra Nath Banerjee Road, Kolkata-700014, SEND GREETINGS:**

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Housing Commissioner  
West Bengal Housing Board

Sl. No. 007689 Date.....  
Name.....  
Add.....  
FMT.....50.....

08 MAY 2019

08 MAY 2019

S. Jalan & Company  
Solicitors & Advocates  
6/7A, A. J. C. Bose Road  
Kolkata - 700017

  
SOUMITRA CHANDA  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol-1

**WHEREAS**

- A. A development agreement was executed by and between the Board and the Company on 16<sup>th</sup> day of June, 2009 for the purpose of construction of **Housing and Allied Projects** in the land at Plot No.IIF/13, Action Area-II, New Town, Kolkata in Mouza Chakpachuria, J.L. No.33, P.S. Rajarhat, District North 24 Parganas ("**LAND**"), more fully described in the **Schedule-A** therein (hereinafter referred to as the "**PRINCIPAL DEVELOPMENT AGREEMENT**").
- B. The Board simultaneously granted a Power of Attorney dated the 16<sup>th</sup> day of June, 2009 in favour of the Company ("**PRINCIPAL POWER OF ATTORNEY**") authorizing the Company to do various works including construction and design of the structure in connection with the development of the Complex, including the construction of various buildings on the Complex.
- C. Another agreement was executed by and between the Board and the Company on 7<sup>th</sup> October, 2015 whereby certain wordings in the Second Schedule ("**SCHEME**") of the Principal Development Agreement was modified and the project completion time was extended by 4 (four) years from the date thereof (hereinafter referred to as the "**SECOND AGREEMENT**"). However, **SAVE AND EXCEPT** the new stipulations mentioned in the Second Agreement other parts of the Principal Development Agreement remained unchanged and is in full force.
- D. Subsequent to the execution of the Principal Agreement, the Second Agreement and the Principal Power of Attorney, the Board has since allowed the Company to start the **ECOSPACE GREEN RESIDENTIA PROJECT** on the Land with certain conditions which, inter alia, includes an undertaking - cum - declaration from the Company that LIG/MIG category flats to be constructed on a portion of land situated at nearby Ghuni in Mouza Sulangari (J.L.No.22), P.S. Rajarhat, Dist. North 24 Parganas, more fully described in the Schedule hereinbelow (hereinafter referred to as "**SULANGARI LAND**") so as to earmark at least 126 Nos. out of these LIG/MIG flats, to compensate 126 Nos. HIG flats at **Ecospace Green Project**.

Further, those 126 number compensatory LIG/MIG flats will be handed over to their respective allottees prior to handing over of HIG category flats and commercial spaces in Ecospace Green Project.

- E. In terms of the Clause No.22 of the Principal Agreement the Company and the Board entered into an Amendment Agreement incorporating the abovesaid new arrangement.
- F. Simultaneously with execution of the Amendment Agreement the Board is now desirous of granting necessary powers and authorities to the Company, in respect of the Sulangari Land, inter alia, for the purpose of effective and speedy execution of the LIG/MIG project in terms of the Principal Agreement, the Second Agreement and the Amendment Agreement.

**NOW KNOW YE BY THESE PRESENTS** that we, the said **WEST BENGAL HOUSING BOARD**, do hereby nominate, constitute and appoint the said **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company with West Bengal Housing Board having its office at "Vishwakarma", 86C, Topsia Road (South), Kolkata-700046, as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereafter.

1. To receive permissive possession of the Sulangari Land from the Board and to hold, manage and maintain such permissive possession in accordance with the terms and conditions contained in the Principal Agreement, the Second Agreement and the Amendment Agreement.
2. To enter into, hold and defend permissive possession of the Sulangari Land and every part thereof and also to manage, maintain and administer the Sulangari Land and all buildings and constructions to be constructed thereon and every part thereof.
3. To have the Sulangari Land developed by construction of the residential complex, containing ownership units and/or buildings and/or structures etc.

thereon as per approved plan and for the said purpose, to do soil testing, excavation and all other works.

4. To raise necessary finance for execution of the project including finance from HUDCO and such other authority or authorities for development of the Sulangari Land by construction of the residential complex and for that purpose to create mortgage or any other lien over the Sulangari Land and/or the Complex in favour of HUDCO, financial institutions and/or Banks and/or other bodies, provided however that the Company shall repay such liabilities at the earliest opportunity and shall at all times, keep the Board saved and harmless against any claims, loss or damages that the Board may have to face in relation to or arising out of such mortgage.
5. To appear before all necessary authorities, including WBHIDCO, Kolkata Municipal Corporation, three tier Panchayat Authorities, Fire Brigade, Competent Courts and Police, in connection with the execution of the project and construction of the LIG/MIG Complex in the Sulangari Land.
6. To apply for and obtain such permissions, as be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipments and to appoint contractors and/or sub-contractors for the purpose of construction of the said LIG/MIG Complex.
7. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
8. To warn off and prohibit any trespassers on the Sulangari Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
9. To negotiate for sale/lease and/or transfer of units or portions thereof together with the undivided share in the Sulangari Land and the rights appurtenant thereto and to enter into agreements, including unit sale agreements, containing such provisions and with such purchasers and/or other persons as provided for in the Principal Agreement, the Second Agreement and the Amendment Agreement and to receive earnest money

and/or part and/or full premium/consideration thereunder and also to fulfill and enforce mutual obligations thereunder. But in case of such sale, the Company shall keep the Board fully informed.

10. To sign, execute, enter into, modify, cancel, alter, draw, approve agreements and/or Deeds of Conveyances for transfer and to admit execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declaration, affidavit, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and transfer of the Sulangari Land or any part thereof and to receive premium/consideration, rents, service charges, taxes and other amounts thereof and grant valid receipts and discharges for the same.
11. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other Officer and/or Officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
12. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
13. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
14. To receive and pay and/or deposit all money, including Court Fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
15. After execution of the project and construction of the LIG/MIG flats, to sign and submit all papers, applications and documents for having the separation, amalgamation and mutation, if necessary, effected in all public

records and with all authorities and/or persons, in respect of the Sulangari Land, and if necessary, to deal with such authority and authorities in any manner, to have such separation amalgamation and mutation effected, if necessary.

16. To engage and appoint Architects and Consultants, cause preparation of building plans before the WBHIDCO/Municipality/NKDA/Three-tier Panchayat Authority and other authorities and Government Departments and/or Officers and also all other State, Executive, Judicial or Quasi-Judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the development and construction of the LIG/MIG flats and/or other buildings on the Sulangari Land and connections of utilities and in connection therewith, to sign all petitions, Vakalatnamas, Memo of Appeal and other papers and documents.
17. To pay all outgoings, including Municipal Tax, Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Sulangari Land as occupier only and receive refunds and other money, including compensation of any nature and to grant valid receipts and/or discharges therefor.
18. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid construction of LIG/MIG flats and other buildings on the Sulangari Land.
19. To appear and represent the Board before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.

**AND** we do hereby ratify and confirm and agree to ratify and confirm, all and whatsoever our Said Attorney shall lawfully do or cause to be done in or about the aforesaid premises, so long as the Principal Agreement, the Second Agreement and the Amendment Agreement and the Principal Power of Attorney are valid and subsisting.