

A3

3 Acre 11

REGD. No. 99 / 2007

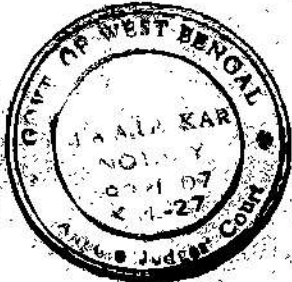
SI. No. 77 16 JUN 2009

NOTARIAL CERTIFICATE

TO ALL MEN THESE PRESENT SHALL COME I, MD ABED ALI LASKAR Advocate & notary practicing as a NOTARY in the Alipore Judges Court, within the District of SOUTH 24 PARGANAS in the state of West Bengal within the Union of India, do hereby declare that the paper writings collectively marked "A" annexed hereto hereinafter called the paper writing "A" are presented before me by the executant (S)

POWER OF ATTORNEY

THE WEST BENGAL HOUSING at 108 Surrender Road, Kolkata
Road No- 700014



hereinafter referred to as the executant (S)
on this, the _____ the day of
Two Thousand nine
Power of Attorney / Partnership
Agreement / Declaration / others.

The "executant" (S) having admitted the execution on the "Paper Writing" "A" in respective hand (S), in the presence of the witness (es) who as such, subscribe (S) Signature (S) thereon, and being satisfied as to the identity of the executant (S) and the said execution of the "Paper Writings" "A" and testify that the said execution is in the respective hand (S) of the executant (S)

AN ACT WHEREOF being required of a Notary I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTYIMONY WHEREOF
I, MD ABED ALI LASKAR the said Notary
have hereunto set and subscribed my hand
affixed my Notarial Seal of Office at Alipore
Judges Court Compound Kolkata - 27 in
the District of South 24 Parganas on this
day of _____ 2009.

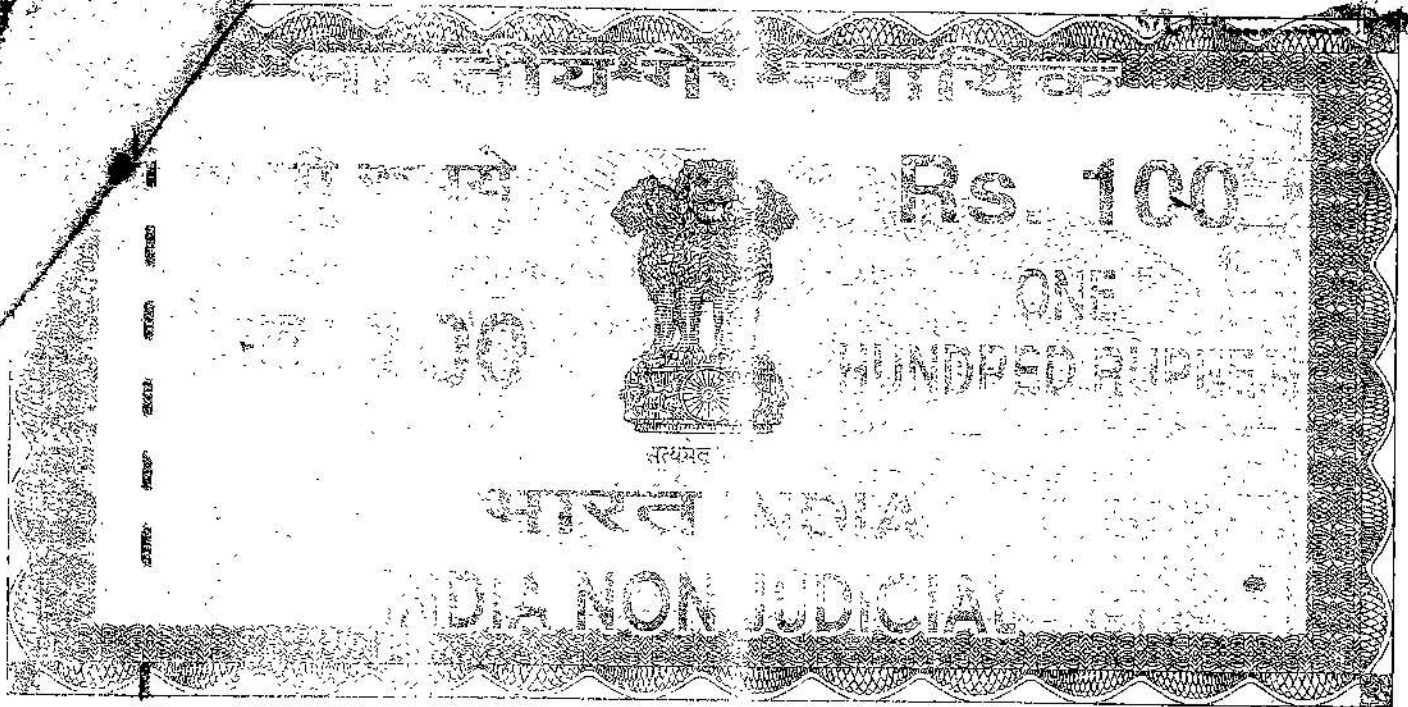
16 JUN 2009

MD ABED ALI LASKAR
MD ABED ALI LASKAR

NOTARY
Govt. of West Bengal
Regn. 99/2007
Alipore Judges Court
Bar Library 1st floor Hall
District South 24 Parganas



77-16-6-09



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



POWER OF ATTORNEY

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


Housing Commissioner
West Bengal Housing Board



JUN 2009

REAS :

By an Agreement dated 16.06.09, hereafter called "the SAID AGREEMENT", West Bengal Housing Board, hereafter called "the BOARD", have engaged Bengal Ambuja Housing Development Limited, hereafter called "the COMPANY", as the Developer for the development (by way of construction) of a Complex, hereafter called "COMPLEX", on the lands described in the SCHEDULE hereto and hereafter called the "LAND", as per the scheme framed and/or to be finalized by the Company, subject to and in accordance with the policy of the State Government, hereafter called "the SCHEME".

- B. The Board is desirous of granting necessary powers and authorities to the Company inter alia for the purpose of effective and speedy execution of the Scheme as per terms of the Said Agreement.

NOW KNOW YE BY THESE PRESENTS that we, the Said **THE 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 - 700 046, 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 Land from the Board and to hold, manage and maintain such permissive possession in accordance with the terms and conditions contained in the Said Agreement.
2. To enter into, hold and defend permissive possession of the land and every part thereof and also to manage, maintain and administer the Land and all buildings and constructions to be constructed thereon and every part thereof.
3. To have the Land developed by construction of the Complex as per the Scheme, 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 Scheme including finance from HDFC or HUDCO or any bank or financial institutions or Housing Finance Companies and/or such other authority or authorities for development of the Land by

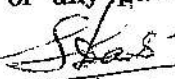


[Signature]
Housing Commissioner
 West Bengal Housing Board

6 JUN 2009

construction of the Complex as per the Scheme and for that purpose with prior approval of the Board to create mortgage or any other lien over the Land and/or the Complex in favour of HDFC or HUDCO, financial institutions and/or Banks and/or Housing Financial Companies and/or other such 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, Fire Brigade, Competent Courts and Police, in connection with the execution of the Scheme and construction of the Complex.
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 Complex.
7. To apply for and obtain electricity, water, gas, sewage 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 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 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 Said Agreement and to receive earnest moneys 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 Land or any part thereof and to receive


Housing Commissioner
West Bengal Housing Board



6 JUN 2000

premium/ consideration, rents, service charges, taxes and other amounts therefor and grant valid receipts and discharges for the same.

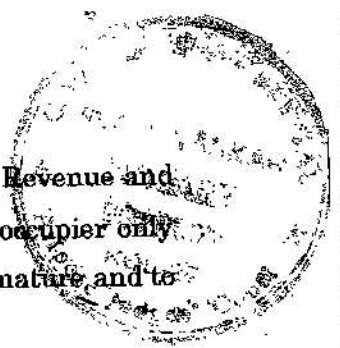
11. To appear before Notary Publics, District Registrars, Additional District Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other Officer and/or Officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
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 moneys, including, Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
15. After execution of the Scheme and construction of the Complex, 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, including, the Calcutta Municipal Corporation, in respect of the 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 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 Complex and/or other buildings on the Land and connections of utilities and in connection therewith, to sign all petitions, Vakalatnamas, memo of appeal and other papers and documents.




Housing Commissioner
West Bengal Housing Board



4 JUN 2009



To pay all outgoings, including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the Land as occupier only and receive refunds and other moneys, 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.
- 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 Said Agreement is valid and subsisting.

THE FIRST SCHEDULE ABOVE REFERRED TO

(LAND)

(Part - I)

ALL THAT the piece and parcel of land pertaining to Plot No. II/F/13⁽²⁾ measuring about 4.78 Acres (19850 Sq.M.) in Action Area II of New Town, Kolkata, corresponding to R.S. Dag Nos., as detailed below, in Mouza Chakpachuria, J.L. No.33, Police Station Rajarhat, District North 24 Parganas.

Plot No.	Specific Portion	Area in Acre
11	Part	0.01
12	Part	0.13
13	Part	0.66
14	Part	0.42
15	Full	0.82
16	Part	0.69
17	Part	0.69
18	Part	0.52
19	Part	0.14
20	Part	0.009
37	Part	0.001
38	Part	0.04
39	Part	0.03
40	Part	0.55
1194	Part	0.07
--	Total	4.78



[Signature]
Housing Commissioner
West Bengal Housing Board

1 JUN 1971

(Part - II)

■ L THAT the piece and parcel of land pertaining to Plot No. II/F/13 measuring about 0.22 Acres (884 Sq.M.) in Action Area II of New Town, Kolkata, corresponding to **ES: Bag** No.1065 in Mouza Chakpachuria, J.L. No.33, Police Station Rajarhat, District North 24 Parganas.

Plot No.	Specific Portion	Area in Acre
1065	Part	0.22
--	Total	0.22


IN WITNESS WHEREOF, we have executed these presents on this the 16th day of June, 2009.

EXECUTED AND DELIVERED BY THE HOUSING COMMISSIONER, WEST BENGAL HOUSING BOARD, for and on behalf of West Bengal Housing Board, at Kolkata in the presence of :


Housing Commissioner
West Bengal Housing Board
Housing Commissioner
West Bengal Housing Board


F. A.-cum-C.A.O.
West Bengal Housing Board

Signature attested
 on 16/06/09


 HOUSING COMMISSIONER
 West Bengal Housing Board
 Kolkata



16 JUN 2009

AN OF PLOT NO IIF/13 AT NEW TOWN, KOLKATA

90.0 M WIDE (ROW) ARTERIAL ROAD (N-S)

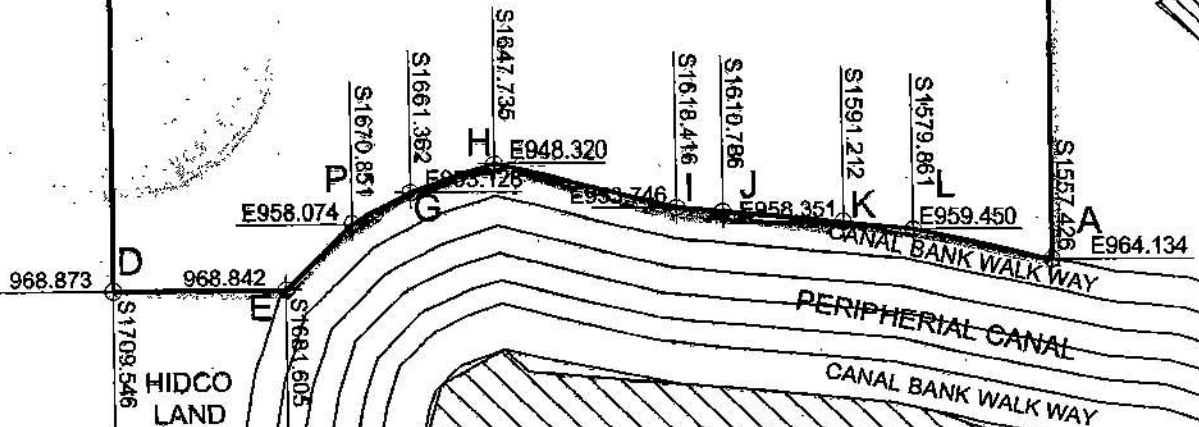
E833.978
S1709.546
C

E818.459
S1567.426
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PLOT NO.
IIF/13

AREA = 20234 SQM = 5.0 ACRE

HIDCO
LAND



Housing Commissioner
West Bengal Housing Board



NOT TO SCALE



JUN 2005

THE DAY OF 200

PAPER WRITING 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE

MD. ABED ALI LASKAR Advocate

NOTARY PUBLIC
GOVT. OF WEST BENGAL
REGD NO. 99/07

ADDRESS

Resi : Kandarapur
Garia, P.S.-Sonarpur
Kolkata - 700 084

Bar Library : 1st Floor
Alipore Judges Court
Kolkata 700 027

Yunush Ali Molla
Advocate's Clerk

