



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AE 327519

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT shall come We, **BANDANA SALES PRIVATE LIMITED**, a company under the companies Act 1956, having its Registered Office at "OmTower" Room No.302, 3RD Floor 32 JawaharLal Nehru Road, Kolkata- 700071, (CIN: U70200WB2010PTC151096) (PAN - AAECB2228A), P.S: Shakespeare

212106

No.
Name: Shree RSH Projects Pvt Ltd

Address: 234/3A A.J.C Bose Road

Re. IDL Kod-20

Kolkata Collection
11, Netaji Subhas Rd.,
Kolkata-1


Anil Kr. Saha
Licensed Stamp
Vendor

Date
25 FEB 2021

Sarani, P.O - Park Street, through its Authorized Signatory **Mr. Vimal Agarwal** son of Rajaram Agarwal, Mobile no: 9874943444, having (**PAN-AFLPA1351A**) & (**Aadhaar No- 385247609074**) residing at Natural Heights, phase-II, block 3, Flat No 5C, 137 VIP Road, Kolkata-700052, P.S- Baguiati, P.O- Airport, duly authorized by its Board of Directors vide Resolution dated 23th February, 2021; hereinafter referred to as "the owner" (which expression shall be deemed to mean and include its successors-in-interest and assigns) of the **SEND GREETING**.

WHEREAS we are the Owner and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring about 12 Kottahs 02 chattaks 20 sq.ft. lying and situated at 47/2B Leela Roy Sarani (Gariahat Road) Kolkata-700019, P.S-Gariahat, P.O-Ballygunge under KMC Ward No-086 morefully described in the Schedule subject to physical verification and measurement and hereunder written (hereinafter for the sake of brevity referred to as the Land")

AND WHEREAS by **Development Agreement dated 16th March, 2021, being Deed No. 02057 registered in the Office of D.S.R- III, Alipore 24-parganas (South) on 16th March, 2021** we have agreed to assign the development right in respect of the said land to **SHREE RSH PROJECTS PVT. LTD.** a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 234/3A, A. J. C Bose Road, FMC Fortuna Tower, 5th Floor, Suite no. A10 & 11, Kolkata- 700020, Police Station: Bhawanipur, Post Office: Lala Lajpat Rai Sarani, hereinafter referred to as the "**DEVELOPER**" upon the terms and conditions contained therein.

AND WHEREAS to enable the said to **SHREE RSH PROJECTS PVT. LTD.** to develop the said land in accordance with the said Agreement

we are executing the present power of Attorney in favour of Mr. Hari Prasad Sharma, Son of Late Sanwar Mal Sharma, and Mr. Harsh Vardhan Sharma, Son of Mr. Hari Prasad Sharma, both residing at 20.O.C. Gangully Sarani, Flat No.501 5th Floor, Fort Lee-I, Kolkata - 700020, and Mr. Hari Prasad Sharma being the Director and Mr. Harsh Vardhan Sharma being the Authorised Signatory of the said Developer to act for and on our behalf and in our name to do all acts and things relating to the said Land.

AND WHEREAS the Owner has by a Resolution dated 23th February, 2021, passed unanimously by circulation resolved to appoint the Constituted Attorney namely Mr. Hari Prasad Sharma and Mr. Harsh Vardhan Sharma nominees of the Developer as the constituted Attorney of Owner to carry out the acts, deeds and things as if the Owner was personally present.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that we, the said owner do hereby appoint, nominate ordain and constitute said Mr. Hari Prasad Sharma and Mr. Harsh Vardhan Sharma the Attorneys acting either jointly or severally, to be our true and lawful Attorneys and in our name place and stead to do the following acts, deeds and things in respect of the said Land that is to say:

1. To receive possession of the said Land from the owner and to hold manage and maintain such possession in accordance with the terms and conditions contained in the Development Agreement till the completion of the project and the transfer of the units as envisaged in the Development Agreement in respect of Developers allocation.
2. To enter into, hold and defend possession of the said Land and every part thereof and also to manage maintain and administer the said

Land and all buildings and constructions to be constructed thereon and every part thereof.

3. To carry out all soil tests, survey of land of the said Land and for the aforesaid purposes to appoint Surveyors, experts.
4. To prepare re-prepare, modify change plan or plans for the construction and development of the said Land by constructing individual units at the project and submit the same before the appropriate authorities including local bodies and authorities within whose jurisdiction the said Land falls and to obtain sanction and/or modification for development of the project and/or building plan over and in respect of the said Land and for that purpose to sign all deeds, papers documents, affidavits, including Building plan and to deposit and file the same before all statutory authorities and to apply for and obtain all approvals consents, licenses, permits from all Regulatory Authorities including police Environmental Authorities, Municipal Authorities and other statutory and local bodies and Government Departments.
5. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone, or other connections of any other utility at or upon the residential units and/or Land 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 Attorneys.
6. 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.

7. To appoint any project consultant, project Manager, Architects, Engineers and/or any other suitable professionals from time to time as the Attorneys may deem fit and proper, for construction completion of the project spaces and buildings to be developed on the said Land.
8. To insure the said Land and the 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 and as the said Attorneys may deem fit and proper.
9. To commence, carry out and complete and/or cause to be commenced and completed construction work on the said Land 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.
10. To cause the survey as also measurement of the said Land by the local Land 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 said Land at such costs and such terms and in such manner as the Attorneys shall think proper.
11. To apply for refund of deposits made or to be made with the concerned Authorities and receive such refunds.
12. To grant No Objection Certificate to the intending purchasers/ transferee/ allottee for the purpose of obtaining housing and/or commercial loan, from the institutions and/or banks and/or any other authorities for the purpose of acquiring residential units in the project

and the proportionate interests in the said Land and creating mortgage of the units restricted to the Developers allocation only.

13. To make applications to the Government or semi-Government authorities 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.
14. To sign execute enter into modify cancel alter draw and approve all agreements for the project and/or deeds and/or deeds of conveyances for transfer to the intending purchasers of the units in the project restricted to Developer's allocation TOGETHER WITH undivided proportionate share or interest in the said Land and to admit execution thereof and to present such documents for registration and get duly registered before the Registrar Sub-Registrar of Assurances and all papers, documents contracts agreements declarations affidavits 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 said Land or any part thereof and to deposit all sale/rental proceeds premium /considerations service charges taxes and other amounts accruing therefrom in the designated document of the Developer and to grant effectual receipts and/or discharges therefore.
15. To pay all taxes rates charges expenses and other outgoings whatsoever payable in respects of the said Land proportionate to the Developers allocation and also to represent us at the assessment department of the concerned Municipal Authorities before any official therein for and on account of the said Land and to insure the same against any loss or

damage by fire and/or risks and to pay all premium for such insurances from the date of signing of the Development Agreement (Effective Date) in the names and on behalf of the owner for and on account of the said Land or any part thereof and/or development thereof and similarly to receive all incomings receivable for and on account of the Developers allocation.

16. To apply and obtain such Certificate and/or permission under any law relating to ceiling on Urban Land or other law relating to land and/or Building (both Urban and Rural) or under the income Tax Act or under any other law or laws for the time being in force as may be required for morefully effectuating the powers herein contained with regard to the said Land.
17. To represent the owner in any of the courts various departments of appropriate Municipal Authorities and Officers of Urban Land Ceiling Department Electricity Distribution Companies chief Electrical inspector Govt. of West Bengal, West Bengal Pollution Control Board, Environment Department competent Authority appointed under West Bengal Building Registration (promotion of construction and Transfer by Promoters Rules) 1995 and the West Bengal Housing Industries Regulation Act, 2017 (WBHIRA) or any other applicable laws, Government of West Bengal Income Tax Offices, Revenue Offices or any other relevant Office(s) or before any authority or authorities or Society or Body corporate or other person(s) for any purpose of the development of the said Land except title related matters and as may become necessary for fully effectually and/or any of the powers herein and hereby conferred.
18. 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 declare and/or affirm any Vakalatnamas, plaints writs written statements, petitions consents

including application affidavits undertakings declarations, Vakalatnamas Memorandum of Appeal or any other documents or papers as may be required from time to time and to defend and prosecute any legal action or proceedings except for title defending matters including filling of writ applications to appear and give evidence to prefer any appeal revisions or reviews from any order or decree as the case may be.

19. To commence, prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said Land save the title of the owner to the said Land or any part thereof and/or development thereof including relating to acquisition and/or requisition and/or attachment in respect of the said Land or any part thereof and if thought fit to compromise, settle, refer to arbitration abandon, submit to judgement or become non-suited in any such action or proceeding as aforesaid before any court civil or criminal or revenue.
20. To sign, declare and/or affirm any plaint written Statement petition affidavit verification Vakalatnama memorandum of appeal or any other document or paper in any proceedings concerning the said Land or in any way connected with the development thereof.
21. To execute and present for registration with the Registering Authority the Deeds of conveyances and other document or documents for transfer of the residential units with the Developers allocation along with the undivided and proportionate interests in the said Land including agreements to sell of the units within the Developers allocation and the undivided and proportionate interests in the said Land of whatsoever nature executed by the Attorneys in the name and on behalf of the Owner in terms of the provisions herein and/or in the

Development Agreement and to admit the execution thereof and to complete the registration procedure before the Registering Authority.

Be it noted that this power of Attorney is being granted in favour of the said Attorneys in terms of the Development Agreement dated 16th March, 2021 and in consideration thereof.

AND GENERALLY to do all such acts deeds and things in the names of the owner as we could have done lawfully in respect of the said Land and we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the Attorneys under these presents and also not specifically mentioned and required shall lawfully do or cause to be done into or about the said Land by virtue of these presents and also such powers and/or authority being granted separately to be read with this without further act deed or thing on the part of the Appointer.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorneys shall lawfully do or commit or cause to be done or comments in and about the said Land as aforesaid by virtue of these presents.

THE SCHEDULE AS ABOVE REFERRED TO

All That the piece and parcel of land together with structures standing thereon containing an area of 12 Kottah 2 Chittak 20 Sq. Ft. be the same a little more or less situated and lying at Premises no. 47/2B, Leela Roy Sarani (Gariahat Road), Kolkata - 700019, within Police Station Gariahat, Post office Ballygunge under KMC Ward no. 86 and delineated in the plan annexed hereto and thereon bordered in colour **RED** and butted and bounded in the following manner:

ON THE NORTH: Hindusthan Road

ON THE EAST : Partly Gariahat Road and Partly Premises No.47/2,
Gariahat Road

ON THE SOUTH: Partly 47/2 & Partly 47/1, Gariahat Road

ON THE WEST : 1/1A Hindusthan Road

IN WITNESS WHEREOF the Executant hereto have put their
respective signature and seals on the day of 2021.

SIGNED SEALED AND DELIVERED

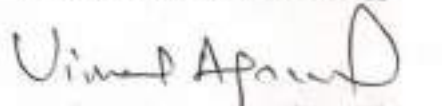
at Kolkata in the

Presence of:

1. P. Prakash Balam
4A, Jhowlala lane
KOL - 700019

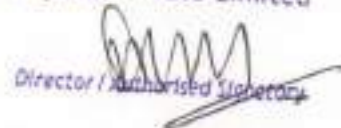
2. Debasakshini Das
165-A, Regent colony
Kolkata - 700090.

BANDANA SALES PRIVATE LIMITED

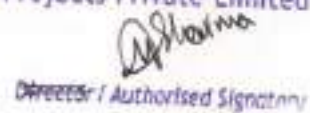

Authorised Signatory

SIGNATURE OF THE EXECUTANTS

Shree Rsh Projects Private Limited

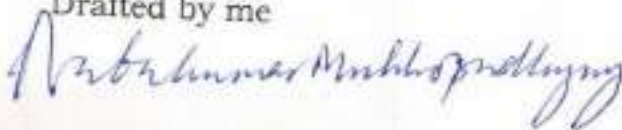

Director / Authorised Signatory

Shree Rsh Projects Private Limited


Director / Authorised Signatory

SIGNATURE OF THE DEVELOPER/ATTORNEY

Drafted by me



Advocate

Nabakumar Mukhopadhyay
Advocate

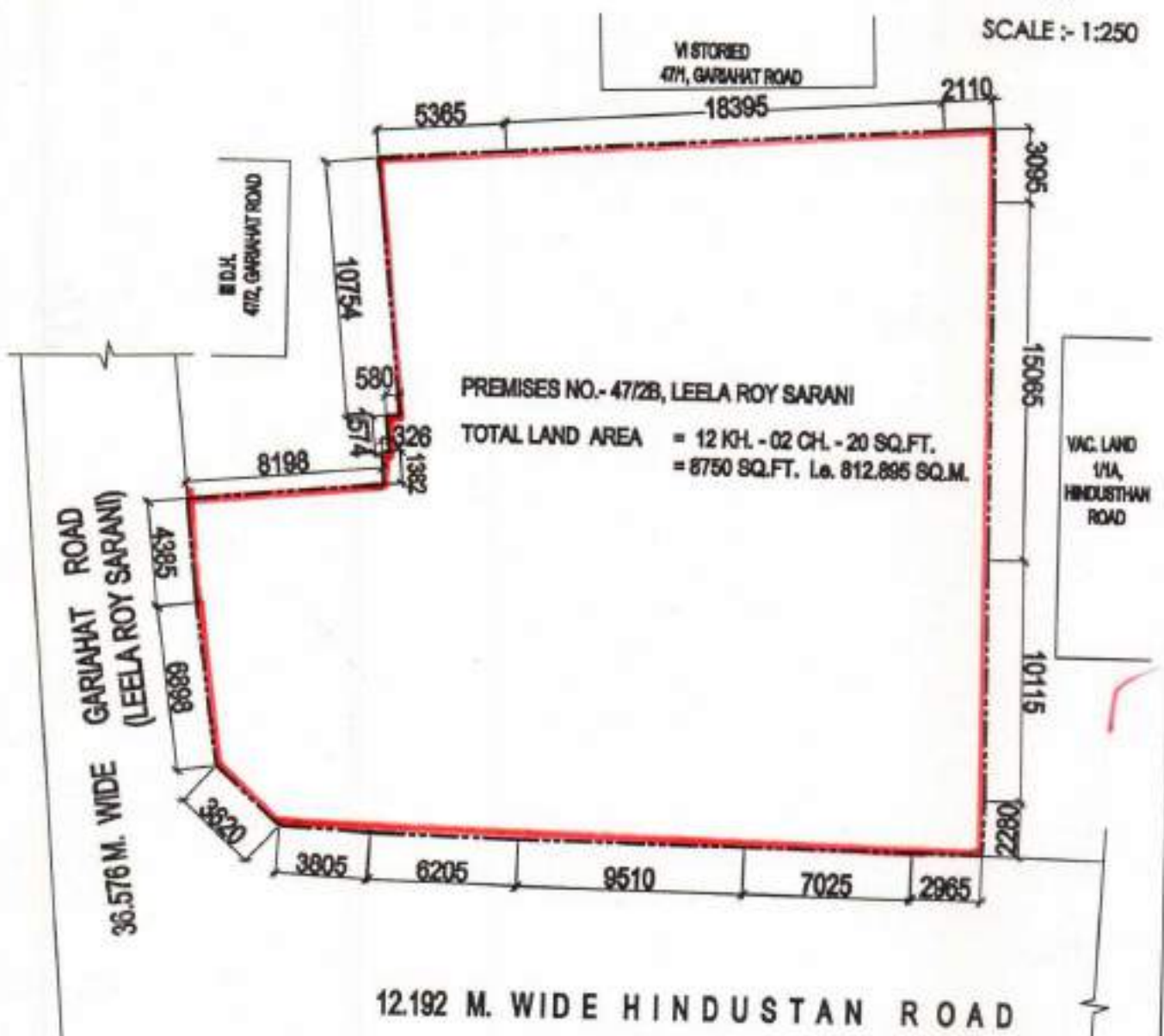
Alipore Police Court
Enr. No.-WB/2037/1999

**SITE PLAN AT K.M.C. PREMISES NO. - 47/2B, LEELA ROY SARANI, WARD NO. - 86,
BR. - VIII, P.S. - GARIAHAT, KOLKATA - 700 019**

TOTAL LAND AREA = 12 KH. - 02 CH. - 20 SQ.FT. = 8750 SQ.FT. i.e. 812.895 SQ.M.
LAND AREA SHOWN IN RED BORDER LINE



SCALE :- 1:250



Shree Rsh Projects Private Limited

[Signature]
Director / Authorised Signatory

Shree Rsh Projects Private Limited

[Signature]
Director / Authorised Signatory

BANDANA SALES PRIVATE LIMITED

[Signature]
Authorised Signatory

SIGNATURE OF DEVELOPER

SIGNATURE OF OWNER

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name VIMAL AGARWAL

Signature Vimal Agarwal





Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name HARIPRASAD SHARMA

Signature Hariprasad Sharma

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name HARSH VARDHAN SHARMA

Signature Harsh Vardhan Sharma

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature