

NOTARIAL CERTIFICATE

SYDNEY NEW SOUTH WALES AUSTRALIA

TO ALL TO WHOM THESE PRESENTS SHALL COME

I **PAULA TEAGUE** of Level 8, 65 York Street, Sydney in the State of New South Wales Australia **NOTARY PUBLIC** duly authorised, admitted and sworn and practising in the City of Sydney in the State of New South Wales, Commonwealth of Australia **CERTIFY** that:

on this day RAJA ROY holder of Republic of India, Passport No: S 1208392 and India PAN card, No: AHBPR1505K "RAJA ROY" personally appeared before me and sufficiently identified he confirmed that he understands and approves of the *General Power of Attorney* ("Document") attached to this Notarial Certificate and in my presence and in the presence of two additional witnesses he signed the Document and the handwriting and signature of RAJA ROY is in his true signature and proper handwriting.

IN WITNESS OF WHICH I have here subscribed my name and affixed my seal of office at Sydney this 28th day of February in the year Two Thousand and Twenty-Four

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PAULA TEAGUE

NOTARY PUBLIC
Identification No. 1051
Level 8, 65 York Street
Sydney NSW 2000
+ 61 2 9280 4500
pt@siriuslaw.com.au



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GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, RAJA ROY (I.T. PAN No. AHBPR 1505K and AADHAAR No. 2577 0426 7616) son of Late Ram Krishna Roy, by faith Hindu, by nationality Indian, by occupation Business, previously residing at 1, Mullick Lane, P.S. Bhowanipore, P.O.Bhowanipore, Kolkata 700 025 and presently residing at Unit 30, 71-79, Avoca ST Randwick, NSW 2031, hereinafter called and referred to as the OWNER/PRINCIPAL, do herebySEND GREETINGS.

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WHEREAS by an Indenture of Conveyance dated 16th day of July, 1946 and duly registered in the office of the Sadar Joint Sub-Registration, Alipore and recorded in Book No. I, Volume No. 38, pages from 87 to 91 and being No. 2149 for the year 1946 KisoriMohon Bose for the consideration therein mentioned purchased ALL THAT piece and parcel of land together with messuage, hereditaments and tenements lying and situate at and being Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station Bhowanipore, Kolkata 700 025.

AND WHEREAS by aDeed of Sale dated 01st day of March, 1954 and duly registered in the office of the Sub-Registrar, AliporeSadar and recorded in Book No. I, Volume No. 20, Pages from 242 to 246 and being No. 1394 for the year 1954 and made between the said KisoriMohon Bose, therein called and referred to as the Vendor of the First Part and with the confirmation of Krishna Kumar Bose, JagadindraNath Bose, MadhabindraNath Bose and Ram Kumar Bose, all sons of said KishoriMohon Bose, therein called and referred to as the Confirming Party of the Second Part and NanilalSarkar, therein called and referred to as the Purchaser of the Third Part, the said Purchaser namely NanilalSarkar for the consideration therein mentioned purchased ALL THAT piece and parcel of land measuring an area of 04 (four) Cottahs, be the same a little more or less together with messuage, hereditaments and tenements, comprised in Government Khasmahal, DihiPanchannagram, Mouza:-ChakraberiaBakulbagan, No. 1298/2833, Division - VI, Sub- Division - "M", formerly Holding No. 317

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thereafter 364, lying, situate at Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station: Bhowanipore, Kolkata: 700025, and presently within the local limits of the Kolkata Municipal Corporation and known and numbered as Premises No. 1, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 072, District 24 Parganas (South), unto and in favour of the said Purchaser namely NanilalSarkar, free from all encumbrances.

AND WHEREAS by a Deed of Sale dated 03rd day of May, 1955 and duly registered in the office of the Sub-Registrar, AliporeSadar and recorded in Book No. I, Volume No. 59, Pages from 121 to 126 and Being No. 3424 for the year 1955 and made between the said NanilalSarkar, therein called and referred to as the Vendor of the One Part and SreematiNanibala Roy, therein called and referred to as the Purchaser of the Other Part, the said Vendor for the consideration therein mentioned sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area of 04 (four) Cottahs be the same a little more or less together with messuage, hereditaments and tenements, comprised in Government Khasmahal, DihiPanchannagram, Mouza:- ChakraberiaBakulbagan, Touzi No. 1298/2833, Division - VI, Sub-Division - "M", formerly Holding No. 317 thereafter 364, lying, situate at Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station: Bhowanipore, Kolkata: 700025, and presently within the local limits of the Kolkata Municipal Corporation and known and numbered as Premises No. 1, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 072, District 24 Parganas

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(South), unto and in favour of the said Purchaser namely SreematiNanibala Roy, free from all encumbrances

AND WHEREAS the said SreematiNanibala Roy got her name mutated and/or recorded in the records of the then Corporation of Calcutta now the Kolkata Municipal Corporation as the lawful owner in respect of the said Premises No. 1, Mullick Lane, Police Station: Bhowanipore, Kolkata: 700025, within the local limits of the Kolkata Municipal Corporation, Ward No. 072, Assessee No. 110721900010, hereinafter for the sake of brevity referred to as the Said Land and Premises.

AND WHEREAS the said SreematiNanibala Roy, a Hindu, governed by the Hindu Law died testate after executing her last Will and Testament dated 01.09.1980 whereby and where under she gave, devised and bequeathed the said Land and Premises in its entirety unto and in favour of his 03 sons namely ShishuRanjan Roy, Ram Krishna Roy and Sunil Roy and her one grandson namely SmritiRanjan Roy (son of predeceased son PrafullaRanjan Roy (since deceased)).

AND WHEREAS after the death of the said SreematiNanibala Roy, the Legatee/executor namely Ram Krishna Roy duly applied for grant of probate vide Act 39 Case No. 258 of 1985 in respect of her said last Will dated 01.09.1980 and the Ld. District Delegate at Alipore/Howrah in its Testamentary and Intestate Jurisdiction vide Order dated 28th August, 1989 duly granted probate in respect of her last Will and testament.

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AND WHEREAS after obtaining the aforesaid Probate in respect of the said Last Will and Testament of Nanibala Roy, said ShishuRanjan Roy, Ram Krishna Roy, Sunil Roy and SmritiRanjan Roy, became the joint and absolute owners in respect of ALL THAT piece and parcel of land measuring an area of 04 (four) Cottahs, be the same a little more or less together with messuage, hereditaments and tenements, comprised in Government Khasmahal, DihiPanchannagram, Mouza:- ChakraberiaBakulbagan, Touzi No. 1298/2833, Division – VI, Sub- Division - "M", formerly Holding No. 317 thereafter 364, lying, situate at Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station: Bhowanipore, Kolkata: 700025, and presently within the local limits of the Kolkata Municipal Corporation and known and numbered as Premises No. 1, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 072, District 24 Parganas (South), each having undivided 1/4th share.

AND WHEREAS the said ShishuRanjan Roy, a Hindu governed by the Hindu Law died intestate on 19th day of November, 1998 leaving behind him surviving his wife Santi Roy, one son namely Ranjit Roy and four daughters namely - Sampa Roy, SimaTalukdar, Pampa Mitra and ChaitaliSikdar, as his only heirs and legal representatives and none else who jointly inherited the estate of the said ShishuRanjan Roy and/or his undivided 1/4th share and/or interest in the said Land and Premises.

AND WHEREAS the said Ram Krishna Roy, a Hindu governed by the Hindu Law died intestate on 10.10.2008 leaving behind him surviving his

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wife Biva Roy, two sons namely Raja Roy and Rajdeep Roy, as his only heirs and legal representatives and none else who jointly inherited the estate of the said Ram Krishna Roy and/or his undivided 1/4th share and/or interest in the said Land and Premises.

AND WHEREAS thus the Principal herein became one of the co-owner in respect of ALL THAT undivided 8.33% share and/or interest in ALL THAT piece and parcel of land measuring an area of 04 (four) Cottahs, be the same a little more or less together with messuage, hereditaments and tenements, comprised in Government Khasmahal, DihiPanchannagram, Mouza:-ChakraberiaBakulbagan, Touzi No. 1298/2833, Division – VI, Sub- Division – "M", formerly Holding No. 317 thereafter 364, lying, situate at Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station: Bhowanipore, Kolkata: 700025, and presently within the local limits of the Kolkata Municipal Corporation and known and numbered as Premises No. 1, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 072, District 24 Parganas (South), more fully and particularly described in the SCHEDULE hereunder written and hereinafter referred to as "the Said Property".

AND WHEREAS due to one reason or other, it is not possible for the Principal to come to Kolkata, West Bengal, India to look after the said property and/or to execute proper Deed of Conveyance/Transfer and as such I do hereby nominate, constitute and appoint RUTH SAHA (I.T.PAN NO. BLPPS 9738C AND AADHAR CARD No. 9939 4498 9055), son of Rabin Saha, by faith Hindu, by nationality Indian, residing at 36/22,

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Vivekananda Sarani, Boral, District 24 Parganas (South), West Bengal, Kolkata 700 154 as my true and lawful attorney and/or agent for me and in my name and on my behalf to do or cause to be done all or any of the following acts, deeds and things, that is to say:-

- To bear and pay all taxes, expenses, fees, charges on my behalf and to do all above acts in such manner as may be decided by the said Attorney.
- 2. To receive all letters, registered letters, parcels or any other postal articles and documents in respect of the said property and to grant proper and effectual receipts in respect thereof.
- 3. To take all necessary steps and to do all such acts to get the said property surveyed by a qualified Surveyor and to pay their fee and remuneration and meet all expenses on my behalf and for the aforesaid purpose to enter into all correspondence and to do all such other acts matter and things as may be necessary or expedient in respect thereof.
- 4. To appear for and represent me in Supreme Court of India, High Court, District Court, City Courts, Presidency Small Causes Court, Metropolitan Magistrates' Court, Judicial Magistrates Court, Executive Magistrates' Court, Munsiffs' Court and before all Municipal bodies, Corporation, Treasury, Revenue Offices, Settlement offices and in all Courts having Civil or Criminal, Original or Appellate, Revisional or Special jurisdiction, including jurisdiction of Supreme Court or any High Court, under the Constitution of India, before any Tribunal or arbitration or other Tribunal or Judicial Authority and other Authorities and in all other Government or Semi-Government Offices and department in any matter touching the said property.

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- 5. To institute, commence, prosecute, enforce, defend, oppose, compromise, settle or otherwise take part and all necessary steps as the nature and circumstances of the case may require in all actions, suits, cases, appeals, Revisional Application, Review, New Trial, Writ Application and any other application, or proceedings of whatever nature to be instituted or preferred for and on mybehalf or against me or in which I may now or hereafter be interested including arbitration proceedings and/or any requisition and/or acquisition proceedings touching any of the matters to the said property or part thereof, as the said Attorney may in his absolute discretion deem fit and proper.
- 6. To retain, employ and appoint Counsels, Advocates, Solicitors, Vakils and Pleaders, in connection with the said property and for the purpose of such appointment, to sign and execute Warrants of Attorney and Vakalatnama and/or any other document as the said Attorney may think fit and proper and to discharge and/or terminate his/her or their appointment and services.
- 7. To sign, execute, verify, affirm and file all plaints, written statements, petitions, written objections, pleadings, applications, complaints, Memorandum of Appeal, Revisional applications, Cross objections, counter claim, oppositions, reply, affidavits and sign all other papers required to be filed before any Court, Civil or Criminal Revenue or Administrative Authorities including High Court and Supreme Court of India for declaration, injunction, execution, appeal, stay, Revision, Review, New Trial or wherever required in whatsoever nature or proceedings including arbitration proceedings and to accept services of all summonses, notices and other processes of law and to do all other acts, deeds and things in any matter relating to the said property as the Attorney may in his absolute discretion thinks fit and proper.

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- **8.** To compromise suits, appeals or other legal proceedings in any Court, Tribunal and Authority whatsoever and sign and verify applications and grant effectual receipts therefore.
- **9.** To deposit in and withdraw from any Court or Court and/or any other person or authority all fees, documents, amount and money and give valid receipts and discharges therefore.
- 10. To appear for and represent me before all Government, Statutory, Local Revenue, Tax and other Authorities as also in Court and Tribunals in regard to the Schedule Property;
- 11. To apply for and obtain all clearance certificate/s and / or no objections required from the concerned Authority;
- **12.** To apply for a obtain necessary clearances, permissions and consents required in connection with sale of the Schedule Property;
- 13. To appear and represent me before the appropriate Authority or Authorities, Tehsildar/Revenue Officer or any other concerned authorities, to give any statement, affidavit, applications, if required, on my behalf.
- **14.** To bear and pay all taxes, expenses, fees, charges on my behalf and to do all above acts in such manner as may be decided by the said Attorney.
- **15.** To file and submit declaration, statements applications and/or returns to the necessary Authority or Authorities in connection with matters herein contained.
- 16. To sign, execute, for and on my behalf and also enter into agreement, modify, cancel, alter, draw, approve, present, for registration and admit registration of papers, documents, contracts, agreements, conveyance deeds, leases, grants, assurance, declarations and other documents in connection with the said property or any part or portion

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thereof or any interest therein and/or any structure therein or any part or portion thereof.

- 17. To execute proper deed of conveyance in favour of one or more persons in respect of the said property in whole or in part thereof by way of sale and/or lease and/or assignment or in any other manner whatsoever in favour of the Purchaser/Transferee and to receive the consideration/premium on my behalf and remit the same to me and/or deposit the same in my bank account and for that purpose to sign all such papers, agreements, conveyances, deeds and documents in my name and on my behalf as may be deemed fit by my said Attorney and to get the same registered with the appropriate Authority/Authorities.
- 18. To appear before any Notary Public, Registrar of Assurance, District Registrar, Additional District Sub Registrar, Metropolitan Magistrate and other Officer or Government Body or Department and to make submission or affidavits on my behalf and also to sign and execute any deeds documents and all such papers, as and when required to do so, as if Iwas personally present.
- 19. To execute the secretarial job on my behalf and sign, issue, deliver, serve, receive and accept all notices, letters and correspondences as may be required from time to time in connection with all or any of the matters contained herein.

That neither I am selling nor transferring any ownership right, title and interest of the said property by way of this General Power of Attorney and the attorney cannot claim or enjoy any dividend rent and income arise from my property.

That by dint of this power of attorney cannot mortgage this property and cannot claim any ownership right, title and interest.

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That by dint of this power of attorney the attorney holder cannot withdraw money from my bank account and cannot change the nature and character of the said property and cannot develop the said property by virtue of this power of attorney.

It is also mentioned that the power of attorney holder cannot and shall not change the trade licence on licensee, if any and cannot and shall not claim any profit income earned dividend from my property mentioned in this power of attorney.

AND GENERALLY to do all other acts, deeds, matters and things in respect of the said property as the said Attorney may in his absolute discretion think fit and proper which I/we could have personally done lawfully under my hand and seal, if present personally.

All the receivable shall be paid to the Principals and all the payables shall be borne by the Principals.

This power of attorney may be revoked by the Principals at any time, without any service notice to the attorney.

Be it specifically stated that the scheduled mentioned property is not situated within the notified and cantonment area and no embargo and/or restriction has been imposed by the local authority/competent authority/Govt. authority for transferring the said property in question and if restriction prevails, in that event principal will be held responsible for that.

Be it noted that this power of Attorney is being granted in favour of the said attorney without any consideration and no interest or right of the

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power of attorney and further declare said the Attorney shall not hereby obtain and/or have any power to make any construction or development work or apply for sanction plan on the said properties.

All sale proceeds and/or other sum received by the attorney will be deposited in the bank account of the principal and all expenses incurred by the attorney will be borne by the principal.

The Attorney shall not be entitled to use the Schedule property for his personal purpose.

AND I ratify and confirm and agree to ratify and confirm all acts, deeds, matters and things which my said attorney shall lawfully do or execute or cause to be done or executed by virtue of this Power of Attorney as if I was personally present even notwithstanding the fact that no special power in that behalf is contained in these presents.

AND GENERALLY to do all other acts, deeds, matters and things in respect of the said property as the said Attorney may in his absolute discretion think fit and proper which I could have personally done lawfully under my hand and seal, if present personally.

Be it expressly noted that this power of Attorney does not create, constitute or assume any kind of transfer, enjoyment or making profit in favour of the Attorney and further declare that the Attorney shall not hereby obtain and/or have no power for development work on such properties.

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THE SCHEDULE ABOVE REFERRED TO

(THE SAID PROPERTY)

ALLTHAT undivided 8.33% share and/or interest in**ALL THAT** piece and parcel of land measuring an area of 04 (four) Cottahs, be the same a little more or less together with messuage, hereditaments and tenements, comprised in Khasmahal, DihiPanchannagram, Mouza:-ChakraberiaBakulbagan, Touzi No. 1298/2833, Division - VI, Sub- Division -"M", formerly Holding No. 317 thereafter 364, lying, situate at Premises No. 1, Mullick Lane (presently known and numbered as Municipal Premises No. 1, Mullick Lane), Police Station: Bhowanipore, Kolkata: 700025, and presently within the local limits of the Kolkata Municipal Corporation and known and numbered as Premises No. 1, Mullick Lane, P.S. Bhowanipore, Kolkata 700 025, Ward No. 072, District 24 Parganas (South).

IN WITNESS WHEREOF, I have executed and delivered these presents on this the $\frac{28}{2}$ day of February, 2024.

SIGNED, SEALED AND DELIVERED

Sydney Australia in presence of:-

WITNESSES:-

Andrew Jennings 27 Systrum Street Ultimo 2007

(Tin Hin Nan) 27 System St VITMON ZOOT

PAULA TEAGUE

NOTARY PUBLIC Identification No. 1051 Level 8. 65 York Street Sydney NSW 2000 +61 2 9280 4500

pt@siriuslaw.com.au



