

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted.

Registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

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

1 0 MAY 2023

### Power of Attorney

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, (1) MANISHA CHATTERJEE W/O Late Partha Sarathi Chatterjee (PAN No. AOPPC4459Q) (Aadhaar, No. 6117 7344 5374), Mobile No.8017829269, (2) ADITYA SHANKAR CHATTERJEE S/O Late Partha Sarathi Chatterjee, (PAN No. ANNPC3400C) (Aadhaar No. 4263 2441 5034), Mobile No.9830670818, (3) LALANA CHATTERJEE D/O Partha Sarathi Chatterjee (PAN No. AOPPC4460F) (Aadhaar No. 8188 8888 5366), Mobile No.9830228097, all are residing at Village Santoshpur, District North 24 Parganas, Westbengal-743248 Post Office-Adi Kashimpur, Police Station- Duttapukur collectively referred to as the "Grantor" SEND GREETINGS:

RUBRIK ENTERPRISE PVT LTD

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- 6 MAR 2023! - 6 MAR 2023!

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District Sub Registrar-II Alipore, South 24 Parganas 2 0 MAP 2023

#### WHEREAS:

- A. The Grantor do hereby represents follows :
  - (i) By a Development Agreement dated the 21st July, 2021, (the "Development Agreement"), registered with the District Sub-Registrar-III, Alipore, South 24-Paragans, in Book No. I, Volume 1603-2021, Pages from 141777-141806, Being No. 160304856 for the year 2021, all the owners (of the "Said Property" which is morefully described in the Schedule-A hereto) i.e. (i) Parthasarathi Chatterjee, since deceased, son of Late Narendra Mohan Chatterjee, (ii) (Mrs.) Sunanda Chatterjee, wife of Late Saurindra Mohan Chatterjee, (iii) (Mrs.) Paramita Chatterjee Sanyal, daughter of Late Saurindra Mohan Chatterjee, and (iv) Ms. Nabamita Chatterjee daughter of Late had jointly granted Mohan Chatterjee, development rights to Rubrik Enterprise Private Limited, the Developer herein to develop the Said Property which is morefully described in Schedule-A therein and also Schedule hereunder written on the terms and conditions as mentioned therein.
  - (ii) The said Partha Sarathi Chatterjee, one of the owner of the Said Property died intestate on 12<sup>th</sup> August, 2022 leaving behind him surviving his wife Manisha Chatterjee, his son Aditya Shankar Chatterjee, and one daughter Lalana Chatterjee, i.e. the grantor herein as his only legal heirs and successors to his estate.
  - (iii) Thus, all the right title and interest of Late Partha Sarathi Chatterjee in the Said Property devolved upon the Parties/ Grantor hereto in equal undivided ½ share described in Schedule-B and who became the joint owners thereof and mutated their names in the KMC record.
- (iv) Since Late Partha Sarathi Chatterjee along with the other coowners of the Said Property had granted development rights to the Developer by virtue of the Development Agreement as aforesaid and after his death the same needs to be confirmed and concurred by the legal heirs of Late Partha Sarathi Chatterjee.

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Director

- (v) At the request of the Developer the grantor herein have agreed to confirm and concur the terms and conditions of the Development Agreement dated 21st July, 2021 by executing this further Development Agreement dated 20th March, 2023 and also grant this Power of Attorney in favour of the Developer as mentioned hereunder.
- (vi) The Grantor are the joint owners of the "Said Property" more fully described in the Schedule and Rubrik Enterprise Private Limited., [PAN AAGCR1108K], is a company within the meaning of Companies Act, 2013, having its registered office at Dantan Station Road, District Paschim Medinipur, West Bengal-721426, Police Station Dantan, Post Office Dantan, represented by Mr. Ritwick Bhattacharya, [PAN AGZPB4194K], Aadhaar No.707352547188, son of Bhabatosh Bhattacharya, residing at 8, Alipur Road, Nimta, North Dumdum(m), North 24 Parganas, Kolkata-700049, Police Station Nimta, Post Office Nimta (hereafter the "Developer").
- B) The Grantor along with Sri Partha Sarathi Chatterjee, Smt. Sunanda Chatterjee, Smt. Paramita Chatterjee Sanyal have entered into a Development Agreement dated 21/07/2021 with the Developer registered with the District Sub-Registrar-III, at Alipore South 24 parganas in Book No. I, Volume No. 1603-2021, Page from 141777 to 141806, Being No. 160304856 for the Year 2021 (hereafter the "Development Agreement") and or any supplementary Agreement if required to develop the Said Property (hereafter the "Project") under the terms and conditions as detailed therein.

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C) In terms of the Development Agreement and/or otherwise, other co-Owners have already granted Power of Attorney dated 21st July 2021 registered with the District-Sub-Registrar-III, Alipore, South 24 parganas in Book No. I, Volume No. 1603-2021, Page from 142250 to 142277, Being No. 160304857 for the Year 2021 in favour of the Developer in respect of their respective share in the Said Property. The Grantor is required and/or desirous of appointing the Developer as her true and lawful attorney for the purposes hereinafter mentioned in respect of her share in the Said Property.

Director

I NOW KNOWYE ALL BY THESE PRESENTS THAT we, the above named Grantor, do hereby nominate, constitute and appoint Rubrik Enterprise Private Limited having it's office at Dantan Station Road Police Station Dantan Post Office Dantan, West Bengal-721426 represented by Mr. Ritwick Bhattacharya, son of Bhabatosh Bhattacharya having PAN AGZPB4194K residing at 8, Alipur Road, Nimta, North Dumdum(m), North 24 Parganas, West Bengal 700049 (hereafter the "Attorney"), in terms of the Development Agreement, as the true and lawful attorney of the Grantor, for, in the name of and/or on behalf of the Grantor and the Said Attorney to do, exercise and perform all or any of the following acts, deeds and/or things relating to her share in the Said Property, that is to say:

- a. To possess and hold possession of the Said Property and to warn off, prohibit and if necessary, to proceed in due form of law against all or any of the trespassers at the Said Property or any part thereof and also against all defaulters in payment of rent or other considerations or those who have committed any breach of their covenants or obligations and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance.
- b. To appoint and terminate the appointment of Architects, Engineers and/or Surveyors for surveying and doing soil testing and also for preparation of plans for construction of a building at the Said Property (hereafter the "Building") and also for any additions and/or alterations and/or modification thereto and to have such plans prepared and the soil of the Said Property tested.

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c. To apply for and submit the plans for constructions of the Building to the Kolkata Municipal Corporation (hereafter the "KMC"), for sanctioning and have the same sanctioned and if so deemed fit and proper, to have the plans submitted and/or sanctioned and/or, as stated above, to have the same modify and/or altered by the KMC or other competent authorities and in connection therewith to submit the title deeds and other papers and documents concerning the Said Property to the concerned authorities and take back the same.

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Director

- d. To pay fees, obtain sanctions and such other orders and/or permissions from the necessary authorities as be necessary for such sanctioning, modification and/or alteration of the said plans.
- e. To appear and represent us before all necessary authorities and/or Government Departments and/or their officers and also all other State Executives, Judicial or Quasi-Judicial authorities, including without limitation the KMC, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Kolkata Police, and if necessary to apply for and obtain all permissions and/or approvals from them or any of them in connection with the sanctioning, modification and/or alteration of the said plans including boundary verifications/declaration.
- f. To execute any Gift Deed in favour of the KMC if required for obtaining sanction of the said plan and admit such execution before the concerned registrar.
- g. To receive refund of the excess amount or fee, if any, paid for any of the purposes stated herein or otherwise and to give valid and effectual receipts and discharges in respect thereof.
- h. To build at the Said Property by constructing the Building or otherwise thereon and for that purpose to demolish the existing buildings and/or other structures thereat.
- To apply for and obtain steel, cement, bricks and all other construction and/or building materials and/or construction equipment's for the purpose of the Project and for such purpose to obtain all such permission as be necessary.
- j. To apply for and obtain electricity, gas, telephone, water, drainage, sewerage, lifts, generators, cable or Dish TV connection and/or any other connections or utilities at the Said Property and/or the Building and to make alterations therein and to close down, surrender and/or have disconnected any of the connections or utilities as also such existing connections for obtaining such new connections.

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- k. To apply for and obtain permissions and licenses to install, run and operate lifts, generators and/or any other utilities at the Said Property and/or the Building.
- To apply for and obtain the necessary completion or occupation or other certificates from the KMC and/or other concerned authorities in respect of construction and/or occupation of the Building.
- m. To ask, demand, sue for, receive, recover, realize and collect rents, moneys, consideration, construction costs, mesne profits, deposits, payments, compensation, interests, damages, electricity charges, municipal rates and taxes, service and/or maintenance charges and all other sum or sums which are or may become due, payable or recoverable from any person or persons or authority or authorities on any account whatsoever and to raise bills and give effectual receipts and discharges for the same.
- n. To enforce any covenant in any agreement, sale deeds, lease deeds, declarations and/or licenses or tenancy agreements or any other documents entered into by the Grantor by our Attorney and if any right to re-enter arises in any manner under such covenants or under notice to vacate or quit, then to exercise such right amongst others.
- o. To terminate any contract or agreement with any person or persons and to deal with the spaces and/or rights of such person or persons relating to the Project in such manner as the Attorney may deem fit and proper.
- p. To prepare, sign, execute, submit, enter into, modify, cancel, confirm, alter, draw, approve and/or register and/or give consent and confirmation to all papers, documents, agreements, supplemental agreements, construction contracts, consents, deeds, sale deeds, lease deeds, tenancy agreements, cancellation deeds, surrenders, nominations, rectification deeds, declarations, prescribed forms, affidavits, applications, understandings, indemnities, plans and other documents as may in any way be required to be so done.
- q. To appear before any Notary Public, Registrar, Sub-Registrar, District Registrar, Registrar of Assurances, Metropolitan Magistrate and other officer or officers or authority or authorities having jurisdiction in that



behalf and to present for registration and to admit execution of and to acknowledge and register or have registered and perfected all deeds, instruments and/or writings signed or made by us or by any of our Attorneys or any of them by virtue of the powers hereby conferred.

- r. To raise and/or borrow construction finance and/or loans for the purpose of the Project from any Bank or Financial Institution and, if necessary for that purpose, to create charges or mortgages in respect of any part or portion of only the Developer's Allocation in the New Building as mentioned in the Development Agreement but under no circumstances whatsoever, no part of the share or interest of the Owner in the Said Property and/or the Owner's Allocation in the New Building as mentioned in the Development Agreement can be charged or mortgaged.
- s. To sell, lease out or otherwise transfer, deal with and dispose of the units, car parking spaces, servants quarters, roof or other constructed areas or saleable spaces in the Building within the Developer's Allocation to be earmarked between the Grantor and the Developer in accordance with the Development Agreement to the persons interested in purchasing or otherwise acquiring the same at such prices and on such terms and/or conditions as the Attorney may deem fit and proper and to receive and realize the consideration and other amounts payable therefore by the intending buyers and grant receipts and discharges therefore which shall fully exonerate the person or persons paying the same.
- t. To exclusively sign, execute and have registered all deeds for selling, leasing or transferring by any other means all areas within the Developer's Allocation in the Building and to admit such execution before the concerned registrar.
- u. To have the flats and other constructed areas and saleable spaces within the Developer's Allocation in the Building separately assessed and mutated in the names of the owners thereof in all public records and with all authorities including the KMC.
- v. To accept, receive, sign and acknowledge all notices and/or services of all papers or documents from all Courts, Tribunals, Postal Authorities and/or other authorities and/or persons and also all registered or insured letters, parcels and/or money orders.

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Director

- w. To commence, prosecute, enforce, defend, answer and/or oppose all suits, actions and/or other legal proceedings and/or demands, civil, criminal or revenue, concerning the Said Property or any of the affairs of the Grantor in connection therewith or any of the matters aforesaid in which the Grantors are now or may hereafter be interested or concerned and also if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any actions and/or proceedings as aforesaid.
- x. To sign, declare, verify and/or affirm all Vakalatnamas, Plaints, Written Statements, Petitions, Consent Petitions, Warrants of Attorney, Memorandums of Appeal, Affidavits and all other documents or cause papers as the occasion shall require and/or as the Said Attorney may think fit and proper.
- y. For better and more effectually exercising all or any of the powers and authorities aforesaid, to retain, appoint and/or employ Advocates, Pleaders, Solicitors, Mukhtears or Debt Collecting Agents and to revoke such appointment.
- z. To receive and/or pay and/or deposit all moneys including without limitation court fees, stamp duty and registration fees and to receive refunds thereof and grant valid receipts and discharges in respect thereof.
- aa. To negotiate with all or any of the occupants of the Said Property or any part or portion thereof and from time to time to get their respective tenanted and/or occupied portions vacated from them on such terms and/or conditions as may be deemed fit and proper by the Attorney or any of them including by paying any monetary compensation and/or by providing alternative accommodations or otherwise.
- bb. To sign and/or give notice to any tenant and/or trespasser at the Said Property or any portions thereof, to quit or surrender their tenancies or other rights, title and/or interests in respect of the occupied portions and to have vacated and deliver possession of the same to our Attorney or any of them and to abate any nuisance or to remedy and breach of covenant or obligation and/or for any other purposes whatsoever.

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- cc. To enforce any covenant in any agreement, declaration and/or license or tenancy agreement or any other document entered into by the Grantor and if any right to re-enter arises in any manner under such covenants or under notice to vacate or quit then to exercise such right amongst others.
- dd. To accept surrender and/or releases of any vacant and/or notional possession of any portion of the Said Property from its tenants, occupiers and/or trespassers and to retain the same.
- ee. For all or any of the purposes herein-stated, to appear and represent the Grantor before all concerned authorities and officials, Central and State Government Departments, Income Tax Departments, Revenue Departments, Land Departments and/or its Officers and also all other state Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all Courts and Tribunals, including without limitation Officials of Reserve Bank of India, Income Tax Officers, Commissioner of Income Tax and make commitments and/or give undertakings.
- ff. To appoint from time to time any person or persons, appointed and/or authorised by the Developer by virtue of a resolution passed by its Board of Directors to act on behalf of the Grantor for exercising all or any of the authorities hereby conferred upon the Attorneys and to terminate the appointment of such substitute or substitutes and make other appointments in a similar manner.

**AND GENERALLY** to do all such acts, deeds, matters and/or things concerning the authorities hereby granted in respect of the Said Property and for better exercise of the authorities herein contained which the Grantor could have done lawfully through any of its Directors or authorised person if personally present.

**AND** the Grantor doth hereby ratify and confirm and agree to ratify and confirm all and whatsoever the Attorney shall do or caused to be done or shall lawfully do or caused to be done in or about the Said Property aforesaid *provided however* that the Attorney hereunder is and shall always be the Developer the attorney.

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#### Schedule-A

#### (Said Property)

ALL THAT the two/three storied brick built old building measuring about 500 Sqft on ground floor, 500 Sqft. on 1<sup>st</sup> floor and 200 Sqft. on 2<sup>nd</sup> floor dwelling houses messuages tenements hereditaments and premises together with the piece or parcel of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 04 (four) Cottahs 5 Chittacks 7 Square Feet, a little more or less, situate lying at and being the premises No. 7, Rani Bhawani Road, Kolkata-700026, Police Station: Tollygunge, Post Office: Kalighat, in the District of South 24-Parganas, Sub-Registration Office Alipore within the municipal limits of the Kolkata Municipal Corporation, Assessee No.110881300060 under Ward No. 88 butted and bounded in the manner as follows:

ON THE NORTH : 5A, Rani Bhawani Road

ON THE EAST : 2, Bhabananda Road.

ON THE SOUTH : 33A, Pratapaditya Road.

ON THE WEST : Tricon Park.

#### Schedule-B

#### (Said Share)

ALL THAT the ½ undivided and demarcated share and/or interest in the Said Property, described in Schedule-A above, measuring land area about 2 Cottah 2.5 Chittacks 3.5 Square Feet and structure area about 250 Sqft on ground floor, 250 Sq.Ft. on 1<sup>st</sup> floor and 100 Sq.Ft. on 2<sup>nd</sup> floor of the dwelling house /building standing thereon being the premises No. 7, Rani Bhawani Road, Kolkata-700026, Police Station: Tollygunge, Post Office: Kalighat, in the District of South 24-Parganas, Sub-Registration Office Alipore within the municipal limits of the Kolkata Municipal Corporation, Assessee No.110881300060 under Ward No. 88

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Director

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney at Kolkata on this 20th day of March , 2023

Signed, executed and delivered by the within named Grantor in presence of the Witness

1. Manisha Chatterjee

Jo. Lin - Eff 3248

2. Adiljer Stankon Chattrijee

3. "Lalama Challervice

2. Somnath Haldes 10, K.S. Roy Road, P.S. - Have Street Kalkala - Foool

Authorised Representative / Director

Prepared and Drafted by

SWAPAN NATH

beorgan North

Advocate
F/768/417/16
M/S. S. Nath & Co.
Solicitors & Advocates
10, Kiran Shankar Roy Road
2nd Floor, Kolkata-700001
Opposite-City Civil Court. Calcutta

RUBRIK ENTERPRISE PUT LTD

Record Record LT.

## SPECIMEN FORM FOR TEN FINGER PRINTS

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# SPECIMEN FORM FOR TEN FINGER PRINTS

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RUBRIK ENTERPRISE PVT LTD

- Letinan Bersachy a

Director

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2023, Page from 223354 to 223376
being No 160206361 for the year 2023.



Digitally signed by Suman Basu Date: 2023.05.18 17:39:54 +05:30 Reason: Digital Signing of Deed.

(Sum

(Suman Basu) 2023/05/18 05:39:54 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.

RUBRIK ENTERPRISE PVT LTD

Director

(This document is digitally signed.)