

# PART-I # DEFINITIONS & INTERPRETATION:

## 1.1 **DEFINITIONS**:

Unless in this Power in terms of Development Agreement there be something contrary or repugnant to the subject or context:-

- 1.1.1 "Subject Property" shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel in MOUZA- BORAL and morefully and particularly described in the FIRST SCHEDULE hereunder written and include all constructions thereat and appurtenances thereof;
- 1.1.2 "Building Complex" shall mean and include the new building to be constructed at the Subject Property with the Common Areas and Installations;
- 1.1.3 "Building Plans" shall mean the one or more plans including revised plan for construction of the New Buildings to be caused to be sanctioned from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
- and include the areas installations" shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the Subject Property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep or specify any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the SECOND SCHEDULE hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;
- 1.1.5 "Added Areas" shall mean landed property adjacent to or near the Subject Property that may be included by the Developer in the project development area
- 1.1.6 "Appropriate/Competent Authorities" shall mean the Central or State Government or any Department thereof and includes any Local Authority or Statutory Bodies or authorities having jurisdiction including Rajpur Sonarpur Municipality, B.L.& L.R.O., D.L.&L.R.O., Collector, electricity

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- provider, water providers, utility providers, Police Authorities, Pollution Control Authorities, Fire Service Authorities, Planning Authority, Development Authority and shall also include any Government Company;
- 1.1.7 "Individual Buildings" shall mean the several individual buildings marked as Block to be constructed from time to time at the Subject Property;
- 1.1.8 "Agreed Proportion" shall mean the proportion of sharing of the Owners'
  Allocation inter se amongst the Owners as mentioned in the FOURTH
  SCHEDULE hereto;
- 1.1.9 "Transfer" with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise in respect of the Flat/Apartment, shop, office, commercial unit, semi commercial unit etc.;
- 1.1.10 "Owners' Named Representative" shall, unless changed by intimation in writing given by the Owners to the Developer hereafter shall mean and include Mr. Ajay Gupta.
- 1.1.11 "Agreed Ratio" shall mean the ratio of sharing in several matters referred to herein between the Owners and the Developer which shall be 25% (twenty five percent) belonging to the Owners and 75% (seventy five percent) belonging to the Developer;
- 1.1.11 "Owner's Allocation" shall mean 25% (seventy five percent) of the areas, portions and shares at the Building Complex whether saleable or not.
- 1.1.12 "Developer's Allocation" shall mean 75% (seventy five percent) of the areas, portions and shares at the Building Complex whether saleable or not.
- 1.1.13 "Extras and Deposits" shall mean the amounts mentioned in FIFTH SCHEDULE of the development;
- 1.1.14 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under Development Agreement.
- 1.1.15 "Transferable Areas" shall mean Units, Parking Spaces, terraces, roofs, gardens, open spaces and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include

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any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner;

- 1.1.16 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- 1.1.17 "Units" shall mean the independent and self-contained flats, offices, shops, office, commercial and semi commercial and other constructed spaces in the New Building at the Subject Property capable of being exclusively held used or occupied by a person;
- 1.1.18 "Phases" with their grammatical variations shall mean the different phases in which the Project shall be carried out in terms hereof;
- 1.1.19 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations and Shared CAF; rendition of common services in common to the transferees thereof, collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof, and dealing with all matters of common interest of the transferees thereof;
- 1.1.20 "Encumbrances" shall include mortgages, charges, security interest, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, acquisition, requisition, vesting, bargadar, demands and liabilities whatsoever;
- 1.1.21 "Project" shall mean and include the planning and development of the Subject Property into the Building Complex and the allocation of the respective allocations of the parties with rights to them to Transfer the same respectively in terms hereof and the administration of the Building Complex in matters relating to the Common Purposes all in accordance with the terms and conditions of this Agreement.
- 1.1.22 "Project Plans" means and includes the plan for development of the entirety of existing proposed development of multi storied building at land mentioned in the First Schedule.
- 1.1.23 **"Stipulation of period"** Expandable, if unavoidable circumstances arise as described in "Force Majeure.
- 1.1.24 "Assured attributes" in relation to the project complex shall include the attributes of good and marketable title: (b) free from all encumbrances and liabilities: (c) complete khas vacant and peaceful possession of the project complex duly secured by boundaries walls on all sides.

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- 1.1.25 "Provisions for supplementary development agreement" shall mean and include various subsequent agreement entered by and between the parties so as to allow the developer to execute the project in a smooth manner and to be treated as the integrated part and parcel of this agreement.
- 1.1.26 "Marketing' shall mean and include advertisement for selling of the saleable /spaces at the project complex, by any means or modules, contacting, negotiating with the prospective purchasers of various Flats, entering into respective agreement for sale, transfers by sale, lease, letting out, grants, exclusive rights, delivery of possession or otherwise, raising the demands for payment upon the respective customers, realizing the sale proceeds or demand raised, arranging the loan from bank or any financial institutions, causing the execution and registration of agreements for sale or sale deeds, handing over of possession of such plots of land or other saleable spaces etc. and will continue till the formation of association for maintenance, and handing over the project complex to such Association

# PART-II # RECITALS AND REPRESENTATIONS:

1. OWNERSHIP AND INTENT: WHEREAS the Owners being Principal herein are collectively absolutely seized and possessed of or otherwise sufficiently entitled over the title as well as are in khas physical possession of their respective share of pieces or parcel of contiguous and adjacent land containing an area of 16 (Sixteen) Cottahs 2 (Two) Chittaks 22(Twenty Two) Sq.ft. more or less of Total Land, Comprised in two Dag Numbers being R..S. Dag No. 247 corresponding to L.R. Dag No.354 and R.S. Dag No. 248 corresponding to L.R. Dag No 355 situated and lying at MOUZA-BORAL, J.L. No. - 61, R.S. No.- 199, Block- Sonarpur, District Collectorate Touzi No. 142, Pargana-Magura, Police Station Sonarpur, Additional District Sub-Registrar office at Sonarpur, within the jurisdiction of Rajpur-Sonarpur Municipality and Ward No. 34, Holding No.738 in the District of South 24 Parganas more or less hereinafter referred to as the "SAID LAND" morefully described in the FIRST SCHEDULE hereunder written.

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2.1 Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Owners the Principals herein would appoint the Specialist Real Estate Developer hereto as the Developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owners would provide the Subject Property in a state free from all Encumbrances and with clear marketable title to the Developer and the Developer would construct or cause to be constructed the Building Complex thereon and to deliver the Owners' Allocation to the Owners and would have the right to Transfer the Developer's Allocation at such price as may be deemed fit and proper by the Developer and to appropriate the Realizations thereof exclusively.

WHEREAS the Owners jointly in order to enjoy the commercial benefit out of development of the "Said Project Land" do hereby provide the "Said Project Land" exclusively for the purpose to develop a Project and have appointed the Developer for the Project and hereby grants to the Developer the exclusive rights and authority to develop or cause to be developed by dividing and demarcating various plot of land of various shapes and sizes and making constructing of paths, passages, roadways, driveways and other common amenities and facilities as may be required so as to give uninterrupted right of ingress and egress and enjoyment to the prospective buyers with the right to use and utilise the common privileges necessary for the use and utilisation of the various of land to be sold or leased at the "Said Project Land" as a Complex to the prospective buyers and as consideration for sale of their share in the Project Land to such intending Buyers the Owners shall be entitled to a specified percentage of the consideration payable by the Intending Buyers for such sale;

**AND WHEREAS** the Developer being well known in the field of development of vacant lands and having an experience of more than a decade has expressed their desire to develop such land for joint development of the project complex.

AND WHEREAS the Developer upon being satisfied about the title as also the ownership of the land as also all other ancillaries facilities regarding the project as

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also its feasibility has approached the Owners to develop the project on various terms as envisaged herein.

AND WHEREAS upon mutual discussions and negotiations between the parties, it has been agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Project Lands at the Project Complex and who would develop the same exclusively at its costs and expenses and the developed areas would belong to the parties in the Agreed Ratio along with proportionate shares in the common areas in favour of Intending Buyers of the Saleable Areas;

AND WHEREAS The Developer is with effect from the date of execution of the Development Agreement be, solely and exclusively entitled to develop the said Project Lands and to look after, supervise, manage and administer the progress and day to day work of development of the Project Complex without any unnecessary interference from the Owners.

AND WHEREAS by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right to develop the Project Lands and the Principal and the Developer agreed upon the terms and conditions in respect of the Transfer the Transferable Areas therein and other aspects of the Project as morefully contained therein.

AND WHEREAS in terms of the Development Agreement, the Principals are executing this Power of Attorney in favour of the Developer namely (M/S.) JN BSA SHARANAM REALTORS LLP (PAN:AATFJ6035D), a Limited Liability Partnership Firm having its Registered Office at 23B, N. S. Road, Police Station – Hare Street, Post Office – G.P.O, Kolkata – 700 001 represented by its Partners RISHI KUNJ GOENKA (PAN AMCPG2269B; AADHAAR 8079-1405-1606) son of Mr. Rajkumar Goenka residing at SATYAM TOWERS" Flat No. 8B/3, 3, Alipore Road, Kolkata-700027, and ROHIT AGARWAL (PAN AGCPA1986H) AADHAAR 3585 5917 1574) son of Prabhat Kumar Agarwal residing at 38, Ho-Chi-Minh Sarani, Sarsuna, P.O. Sarsuna, P.S. Behala, Kolkata-700061 hereinafter

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jointly referred to as "the ATTORNEY" (which expression unless excluded by or repugnant to the subject or context shall include any other person whom the Developer may authorize in addition to or as substitute of the above named Partners), jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Project Lands and the Project Complex and the related purposes hereinafter contained:

NOW KNOW YE BY THESE PRESENTS, We the Principals abovenamed do hereby jointly and/or severally nominate constitute and appoint the said Attorneys jointly and/or severally as the true and lawful attorneys for in the name and on behalf of the Principals and conferred absolute power to do execute exercise and perform all or any of the following acts deeds matters and things relating to the Project Lands and the Project Complex and related purposes i.e., to say:-

- To manage maintain protect and secure the Project Lands and do all acts deeds and things in connection therewith.
- 2. To apply for and obtain mutation, conversion, amalgamation, separation, updation, correction, modification, alteration or other recording in respect of the Project Lands or any part thereof from the respective Gram Panchayat, B.L. & L.R.O., the D.L. & L.R.O., Municipal authorities, Zilla Parishad, Planning Authority, Development Authority, Collector, District Magistrate (including ADM) and any other appropriate authorities as may be deemed fit and proper by the Attorneys or any of them.
- To accept or object to the assessments of land revenue or taxes or land taxes in respect of the Project Lands or any part or share thereof and to attend all hearings and have the same finalized.
- 4. To pay all rates, taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Project Lands or any part thereof for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.
- 5. To deal with any person owning, occupying or having any right title or interest in the Project Lands or any other property adjacent to or near the Project Lands in respect of the development of the Project Lands in such

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manner and on such terms and conditions as the Attorneys or any of them may deem fit and proper.

- 6. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them as the Attorneys may deem fit and proper.
- To cause survey, soil test, excavation and other works at the Project Lands. 7.
- To prepare apply for and obtain plans, if any, in respect of the Project 8. Lands or any other constructions at the Project Lands as part of the Project or otherwise...
- 9. To prepare, apply for, sign and submit plans, specifications, designs, maps and sketches for approval or sanctioning by the respective Gram Panchayat or any other concerned authorities having jurisdiction and to have the same sanctioned and if required, to have the same modified revised altered and/or renewed.
- To pay fees and obtain sanction modification revision alteration and/or 10. renewal and/or such other orders and permissions as be expedient therefor.
- To sign and submit all declarations undertakings affidavits required by any 11. authority for the purpose of sanction/modification/alteration/renewal of the plans for any construction at the Project Lands.
- To apply for and obtain temporary and/or permanent connections of all 12. services, water, electricity, telephone, gas, power, drainage, sewerage, generators, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanized parking, and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.
- To repair, construct erect and raise boundary walls in and around the 13. Project Lands or portions thereof and also any temporary sheds and spaces for storage of building materials and running of site office and to construct any other structure for the Project or any part thereof.
- To carry out any Development Activity including construction, addition, 14. alteration, demolition, reconstruction, erection, re-erection, demolition,

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addition or alteration and any other related activity at the Project Lands or any part thereof.

- To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project Lands and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
- 16. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, supervisors, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof including for survey and soil testing and also for preparation, modifications, alterations, sanctioning, extension, revalidation etc. of plans or approvals or clearances and also for any Development Activity and for other purposes herein stated on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.
- 17. To do all necessary acts deeds matters and things for complying with all laws rules regulations bye-laws ordinances etc., for the time being in force with regard to the Project Lands.
- 18. To apply for and obtain necessary clearance and other certificates as may be required from the concerned authorities.
- To deal with banks and financers and/or their officers and/or assigns in connection with the repayment of dues and to obtain any no objection certificates, consents, conditional consents, clearances, releases, redemptions from them.
- To produce or give copies of any original title deed or document relating to the Project Lands.
- 21. To deal with, Transfer and/or part with possession of the Transferable Areas with proportionate share in land of whole or part of the Project Lands and other appurtenances.

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- 22. To advertise and publicise the Project Complex in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
- 23. To ask, demand, recover, realize and collect the Realisations and amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas at the Project Complex in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specified Escrow accounts as per the Development Agreement and to issue receipts to the Land Purchasers accordingly which shall fully exonerate the person or persons paying the same.
- 24. To do the Marketing of the Transferable Areas in the Project Complex including other appurtenances thereof to such person or persons and at such consideration as agreed by the Attorneys or any of them may deem fit and proper and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same.
- 25. To negotiate, take bookings and applications of whatsoever nature in respect of Transfer of any Transferable Areas at the Project Complex and if necessary to amend, modify, alter or cancel the same in terms of the Development Agreement.
- 26. To receive the amounts receivable in respect of any Transfer made in terms of the Development Agreement and issue receipts, acknowledgements and discharges therefor and to fully exonerate the person or persons paying the same.
- 27. To prepare sign execute and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, sale deeds, conveyances, leases, licenses, tenancies, declarations, forms, receipts and such other documents and writings in any manner as be required to be so done and as may be deemed fit and proper by the Attorneys or any of them in respect of the Transfer of Transferable Areas at the Project Complex.
- 28. To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principals and the Developer and to exercise all rights and remedies available to the Principals and the Developer thereunder.

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- 29. To terminate or cancel any contract, agreement, the right of occupancy user enjoyment with any Land Purchaser and exercise such rights as may be available in respect of such termination or cancellation.
- 30. To ask, demand, sue, recover, realize and collect any sum which are or may be due payable or recoverable from any Land Purchaser or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 31. To have the Plots Transferred to the Land Purchasers and to separately assess and mutate in the names of the respective Land Purchasers in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the Attorneys or any of them may deem fit and proper.
- To deal with any claim of any third party in respect of the Project Lands and to oppose or settle the same.
- 33. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Project Complex and to form any Association, Society, Syndicate, Company or other body for the Common Purposes.
- 34. To contest or challenge any proceeding relating to vesting or acquisition or requisition or relating to any encumbrance, obligation or liability on the Project Lands or any part thereof and to attend hearings and object or settle with them and to receive compensations and other moneys payable in respect of acquisition and/or requisition of the Project Lands or any part thereof and utilize the same in accordance with the terms and conditions of the Development Agreement.
- 35. To deal with the Government of West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
- 36. For all or any of the purposes herein stated to appear and represent the Principal before the respective Gram Panchayat, Kolkata Metropolitan Development Authority, B.L. & L.R.O., D.L. & L.R.O., Zilla Parishad, MED, Collector, District Magistrate, ADM, Municipality/Panchayet, Fire Brigade, Planning Authority, Development Authority, The Registrar of Companies, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the authorities under the West Bengal Land

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Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & Development) Act, or any Development Authority, Pollution Control Authorities, Environment Authorities, Licensing Authorities, Police Authorities, Traffic Department, Directorate of Fire Services, Directorate of Lifts, Directorate of Electricity, Insurance Companies, Electricity, Water and other service provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, land and other authorities and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the Attorneys or any of them may deem fit and proper.

- 37. To appear and represent the Principal before any Notary Public, Registrar of Assurance, District Registrar, Sub-Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all documents instruments and writings executed by the Attorneys or any of them by virtue of the powers hereby conferred.
- 38. To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
- 39. To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.
- 40. To receive all letters parcels or other postal articles and documents in respect of the Project Lands and to grant proper and effectual receipts thereof.
- 41. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
- 42. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petition in connection with any suit proceeding, appeal, revision, review before any

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officer, Authority, Court, Tribunal, Magistrate or any other person for and on our behalf in respect of the said property.

- 43. To compromise or compound any case(s) or refer to Arbitration.
- 44. To commence, prosecute, defend all suits, action, application reference or other proceedings in any court of law or before any proper authorities and/or any other lawyers and to sign vakalatnama and/or any other authority and also to sign, verify petitions, accounts, inventories, applications or other documents and papers that may be necessary in this regard related to the said Project Lands or the Project Complex.
- 45. The Attorney is hereby authorised to sell, exchange, rent and lease of the said Project land and collect all rents, sale proceeds and earnings therefrom in terms of the Development agreement and to convey, assign title to the land, grant easements, create conditions, create land trusts and exercise all powers under land trusts; hold, possess, maintain improve, subdivide, manage and operate the schedule land and to exercise all powers with respect to the schedule Project land which the principal could if present.
- 46. To negotiate for sale, enter into any lawful agreement including agreement for sale with any intending Purchaser or purchasers at such price, which our said Attorney, in their absolute discretion, thinks proper, and/or to cancel and/or to repudiate the same.
- 47. To receive advance or advances and balance consideration money from the intending Purchaser or Purchasers in respect of the said lands or any portion thereof and to deposit the sale proceeds in our bank account against proper receipts.
- 48. To deliver physical possession in the manner that is possible in the circumstances of the said property to the intending Purchaser or Purchasers.
- 49. To present any such Deed of Conveyance or Conveyances for registration, to admit execution thereof and receipt of consideration in respect of the said property or any portion thereof together with rights and liberties easements, appendages, appurtenances and estate right, title and interest, before the District Registrar or Sub-Registrar or Registrar of Assurances having authority for the same and to have the said Conveyance or conveyances registered and to do all acts, deeds and things which they shall consider necessary for conveying the said property to the intending

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Purchaser or purchasers as fully and effectually in all respects as we could do ourselves.

- 50. To sign and execute all other Deeds, instruments and assurances which they shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said property as we could do ourselves, if personally present.
- 51. To effect mutation or separation of holding in the Revenue and/or B.L. & L.R.O. or Settlement records and to sign all applications, objections etc.
- 52 It is expressly understood that this Power of Attorney does not create, constitute or assume any kind of transfer or enjoyment of making profit in favour of the Attorney.
- 53. The Attorney shall not be entitled and is not authorised to change the nature and character of the property and to develop the property by way of constructing structures thereon.

We do hereby agree to ratify and confirm all whatsoever other act or acts my said Attorney shall do, execute, and perform in connection with the transfer or assignment of the property as mentioned in the Schedule written hereunder.

AND GENERALLY, to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property or any part thereof which the Principals himself could have lawfully done under his own hands and seal, if personally present.

AND it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement and by executing this Power of Attorney the obligations of the Principals or consequences for non-compliance under the Development Agreement shall not be affected.

AND The Principals do hereby ratify and confirm and agree to ratify and confirm all and whatever his said Attorney or Attorney shall lawfully do or cause to be done in or about the premises aforesaid.

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## THE FIRST SCHEDULE ABOVE REFERRED TO: #

## The Land/Subject Property

ALL THAT pieces or parcel of contiguous and adjacent land containing an area of 16 (Sixteen) Cottahs 2 (Two) Chittaks 22(Twenty Two) Sq.ft. more or less of Total Land, Comprised in two Dag Numbers specifically detailed hereunder:

R. S. Dag No.	L. R. Dag No.	R.S. Khatian No.	L. R Khatian No.	Recorded Nature	Land Area in Decimal	Land Area in Cottah
247	354	374/1	662 corresponding to 3143 and 3150	Danga	16.8	10 Cottahs 2 Chittaks 22 sq. ft
248	355	83	corresponding to 3143 and 3150, 3530	Danga	9.90	6 Cottahs 00 Chittaks 00 sq. ft
		U		TOTAL	26.7	16 Cottahs 2 Chittaks 22 sq. ft

TOGETHER WITH brick built tile shade structure with cemented floor finished, having an area more or less 100 Sq.ft standing thereon lying and situated at HOLDING NO.738 at MOUZA-BORAL, J.L. No. - 61, R.S. No.- 199, Block-Sonarpur, District Collectorate Touzi No. 142, Pargana-Magura, Police Station Sonarpur, Additional District Sub-Registrar office at Sonarpur, within the jurisdiction of Rajpur-Sonarpur Municipality and Ward No. 34, in the District of South 24 Parganas.

The **SAID PROPERTY** is delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

On the **North**: Land Under R.S. Dag No.248 and 246 corresponding to L.R. Dag No. 355 and 353;

On the **South:** Land Under R.S. Dag No. 249, 250 and 251 corresponding to L.R. Dag No. 356, 357 and 358

On the East : Land Under R.S. Dag No.252 corresponding to L.R. Dag No. 359

On the West : 2011, existing Malipara road under R.S. Dag No. 147

corresponding to L.R. Dag No. 223.

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IN WITNESS WHEREOF the Principals hereto have hereunto set and subscribed their respective hands and seals on this 1st day of Sopher Two Thousand and Twenty Three.

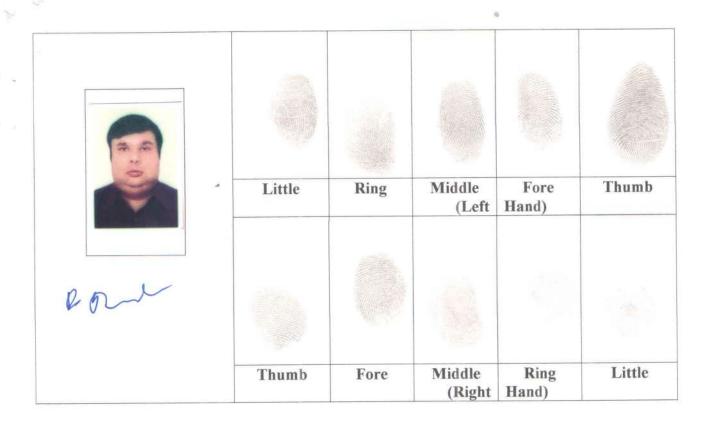
EXECUTED AND DELIVERED	
by the PRINCIPALS abovenamed	A 2 2 5
at Kolkata in the presence of:	-
WITNESSES:  1. () Horn facon  IC. K. S. Roy Rod.  2. Nabomita Chalcorabory  10,01d Poso affice street,	(SIGNATURE OF THE PRINCIPAL)
EXECUTED AND DELIVERED by the Attorney abovenamed at Kolkata in the presence of:	JN DDA J. Mangin Ivedito(S LL)
WITNESSES:  1. Supring Plankow.  31, Telipara lance  7, Korkata - Froods.	JN DON OF GRANDIN REGILOTS LLT
2. Balish Kimus Shukly' 23B, N.S. Road, P.OHouston Post Office - G. P.O. Kolkatan	JN BSA Sharanam Realtors LLP  Partner
Drafted by me:- (KALLOL SAHA),	Accepted by us

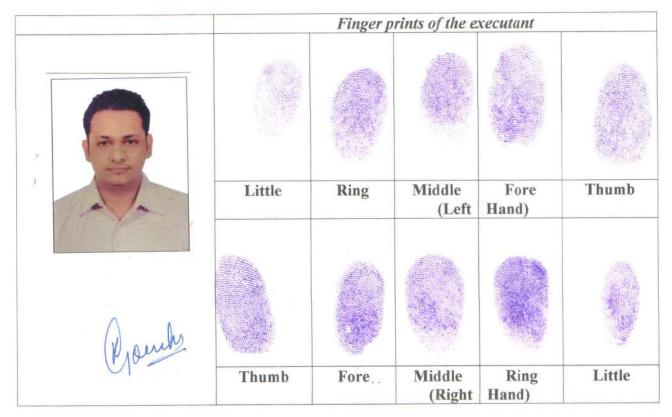
Advocate

High Court Calcutta F/1330/1550/1995



		Finger	prints of the e	xecutant	
	Little	Ring	Middle (Left	Fore Hand)	Thumb
Suribgipta					
	Thumb	Fore .	Middle (Right	Ring Hand)	Little





# Major Information of the Deed

Deed No :	I-1904-12609/2023	Date of Registration	01/09/2023			
a (本金) (2011年1月20日)	1904-8002239654/2023	Office where deed is registered				
Query No / Year	The state of the s	A.R.A IV KOLKATA, District: Kolkata				
Query Date	uery Date 01/09/2023 6:45:36 PM		District. Norward			
Applicant Name, Address & Other Details	Uttam Pahari 7C, K S Roy Road, Thana: Hare Stre Mobile No.: 9830113138, Status: Ad	vocate	T BENGAL, PIN - 700001,			
Transaction		Additional Transaction	Rose with the state of			
[0138] Sale, Development Development Agreement	Power of Attorney after Registered					
		Market Value				
Set Forth value		Rs. 3,01,46,716/-				
		Registration Fee Paid	in layers I have			
Stampduty Paid(SD)		Rs. 73/- (Article:E, M(a),)				
Rs. 100/- (Article:48(g))		Transfer of the second of the	Agreement of IDeed			
Remarks	Development Power of Attorney after No/Year]:- 190412604/2023 Receivissuing the assement slip.(Urban are	rea Rs. 50/- ( Fil 11 only )	from the applicant for			

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Boral, Pin Code: 700154

. 100104			la of Land	SetForth	Market	Other Details
Khatian Number	Land Proposed	Use	Area of Land	Value (In Rs.)	Value (In Rs.)	
LR-3143	Bastu	Danga	16.8 Dec		1,89,68,720/-	Width of Approach Road: 20 Ft., , Project Name :
LR-3150	Bastu	Danga	9.9 Dec		1,11,77,996/-	Width of Approach Road: 20 Ft., , Project Name :
TOTAL			26.7Dec	0 /-	301,46,716 /-	
	•	-	26.7Dec	0 /-	301,46,716 /-	
d T	otal:	1000		26 7Dec	26 7000	36 7Dag 0/- 301.46,716 /-

Principal Details:

SI	Name,Address,Photo,Finger p	rint and Signatur	е	
No	Name	Photo	Finger Print	Signature
	Shri Ajay Gupta Son of Shri Devendra Kumar Gupta Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place			
	: Office	01/09/2023	LTI 01/09/2023	01/09/2023

City:-, P.O:- Lake Garden, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:-700045 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.::

adxxxxxx7d,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of

Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place: Office

Signature **Finger Print** Photo Name **Smt Sunita Gupta** Daughter of Shri Ajay Gupta Executed by: Self, Date of Execution: 31/08/2023 , Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office

City:-, P.O:- Lake Garder, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:-700045 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ahxxxxxx2l,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of

Execution: 31/08/2023

, Admitted by: Self, Date of Admission: 01/09/2023 ,Place : Office

Attorney Details:

SI No	Name, Address, Photo, Finger print and Signature
	JN BSA SHARANAM REALTORS LLP 23B, Netaji Subhas Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, PAN No.:: AAxxxxxx5D, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

A STATE OF THE STA	D1 - (-	mt Dutak	
Name	Photo	Finger Print	Signature
RISHI KUNJ GOENKA Son of Mr RAJ KUMAR GOENKA Date of Execution - 1/08/2023, Admitted by: Self, Date of Admission: 01/09/2023, Place of			Quento
	Sep 1 2023 6:59PM	LTI 01/09/2023	01/09/2023
500	on of Mr RAJ KUMAR GOENKA ate of Execution - 1/08/2023, , Admitted by: elf, Date of Admission: 1/09/2023, Place of dmission of Execution: Office	on of Mr RAJ KUMAR GOENKA ate of Execution - 1/08/2023, Admitted by: elf, Date of Admission: 1/09/2023, Place of dmission of Execution: Office  Sep 12023 6:59PM	on of Mr RAJ KUMAR GOENKA ate of Execution - 1/08/2023, Admitted by: elf, Date of Admission: 1/09/2023, Place of dmission of Execution: Office

Name	Photo	Finger Print	Signature
Mr ROHIT AGARWAL (Presentant) Son of Mr PRBHAT KUMAR AGARWAL Date of Execution - 31/08/2023, , Admitted by: Self, Date of Admission: 01/09/2023, Place of Admission of Execution: Office			R.Q.
	Sep 1 2023 6:59PM	LTI 01/09/2023	01/09/2023

Netaji Subhas Road, City:-, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:-700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx6H,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: JN BSA SHARANAM REALTORS LLP (as Partner)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Uttam Pahari Son of Kanai Lal Pahari Vill - Goradoro, City:- , P.O:- Agadoro, P.S:-Sutahata, District:-Purba Midnapore, West Bengal, India, PIN:- 721635			U Horn Pahomi
	01/09/2023	01/09/2023	01/09/2023

Trans	fer of property for L'	
SI.No	From	To. with area (Name-Area)
1	Shri Ajay Gupta	JN BSA SHARANAM REALTORS LLP-8.4 Dec
2	Smt Sunita Gupta	JN BSA SHARANAM REALTORS LLP-8.4 Dec
Transf	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Shri Ajay Gupta	JN BSA SHARANAM REALTORS LLP-4.95 Dec
2	Smt Sunita Gupta	JN BSA SHARANAM REALTORS LLP-4.95 Dec

# Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Boral, Pin Code: 700154

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 354, LR Khatian No:- 3143	Owner:অজ্য গুৱা, Gurdian:দেবেল কুমার গুৱা, Address:নিজ , Classification:ভাঙ্গা, Area:0.09000000 Acre,	
L2	LR Plot No:- 355, LR Khatian No:- 3150	Owner:সূৰীভা গুষ্তা, Gurdian:অজ্য গুৰা, Address:নিজ , Classification:ভাঙ্গা, Area:0.05000000 Acre,	Owner Name not selected by applicant.

#### Endorsement For Deed Number: I - 190412609 / 2023

#### On 01-09-2023

#### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

### Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 16:00 hrs on 01-09-2023, at the Office of the A.R.A. - IV KOLKATA by Mr ROHIT AGARWAL ,.

## Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3.01.46.716/-

#### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 01/09/2023 by 1. Shri Ajay Gupta, Son of Shri Devendra Kumar Gupta, P.O: Lake Garden, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business, 2. Smt Sunita Gupta, Daughter of Shri Ajay Gupta, P.O: Lake Garder, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession House wife

Indetified by Mr Uttam Pahari, , , Son of Kanai Lal Pahari, Vill - Goradoro, P.O: Agadoro, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Others

#### Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 01-09-2023 by RISHI KUNJ GOENKA, PARTNER, JN BSA SHARANAM REALTORS LLP, 23B, Netaji Subhas Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:-700001

Indetified by Mr Uttam Pahari, , , Son of Kanai Lal Pahari, Vill - Goradoro, P.O: Agadoro, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Others

Execution is admitted on 01-09-2023 by Mr ROHIT AGARWAL, Partner, JN BSA SHARANAM REALTORS LLP, 23B, Netaji Subhas Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Indetified by Mr Uttam Pahari, , , Son of Kanai Lal Pahari, Vill - Goradoro, P.O: Agadoro, Thana: Sutahata, , Purba Midnapore, WEST BENGAL, India, PIN - 721635, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73.00/- ( E = Rs 7.00/- ,I = Rs 55.00/- ,M(a) = Rs 7.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 73.00/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 40250, Amount: Rs.100.00/-, Date of Purchase: 28/08/2023, Vendor name: A Sarkar

mm

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 639363 to 639390 being No 190412609 for the year 2023.



(mm/

Digitally signed by MOHUL MUKHOPADHYAY Date: 2023.09.20 12:38:43 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 20/09/2023 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.