

STAMP AFFIXED BY

13/03/2020
STAMP SUPERINTENDENT
KOLKATA COLLECTORATE



**DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED
DEVELOPMENT AGREEMENT**

TO ALL TO WHOM THESE PRESENTS I, SMT. ARUNDHATI SARKAR wife of Sri Shyamal Sarkar and daughter of Late Ranajit Kumar Ghosh and Late Monjari Ghosh (OCI No A666190), by religion - Hindu, by occupation - Service, residing at 47282 Scarlet Drive N, Novi, MI- 48374, U.S.A., hereinafter called and referred to as the **PRINCIPAL**, SEND GREETINGS.

WHEREAS I, the above named Principal along with my other eleven Co-owners, now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of 5.84 Cottahs, i.e. 5 Cottahs 13 Chittacks and 19 Sq. Ft. more or less with two storied building measuring 4000 Sq. Ft. more or less comprised in Plot No. 680 in Block No. O of the Society's New

Arundhati Sarkar.

Alipore Development Scheme No. XV, being a portion of Port Commissioner's Surplus land property within the limits of The Corporation of Calcutta now within The Kolkata Municipal Corporation, Ward No. 081, known and numbered as Municipal Premises No. 18, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/680, Diamond Harbour Road, locally known as 680, Block- O, New Alipore, Police Station - New Alipore, Kolkata - 700 053, Sub Registry office at Alipore in the District of 24 Parganas and are enjoying the same free from all encumbrances paying taxes regularly which is more fully and particularly described in the **SCHEDULE** written hereunder and hereinafter called and referred to as the '**SAID PREMISES**' and my **UNDIVIDED SHARE** therein is hereinafter called and referred to as the '**SAID SHARE**'

AND WHEREAS since I am busy with my day to day affairs and not staying in India, it is not possible for me to look after and supervise all my affairs to develop the said share of the property and / or to construct a new building there as per the building plan to be sanctioned by The Kolkata Municipal Corporation and in these circumstances I have decided to develop the said share of the Premises along with my co-owners, lying and situate at Municipal Premises No. 18, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/680, Diamond Harbour Road, locally known as 680, Block- O, New Alipore, Police Station - New Alipore, Kolkata - 700 053, through a Developer, the particulars of such property more fully described in the **SCHEDULE** hereunder written.

AND WHEREAS I the Principal along with my eleven other co-owners have entered into an Agreement for Development dated 28/06/2019 ("Development Agreement"), registered before the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 1605- 2019, Pages from 146778 to 146847 being no. 160503832 for the Year 2019 with **MODULE PROPERTIES PRIVATE LIMITED, (PAN AAFCM9173Q)**, a company incorporated under the Companies Act, 1956, having its office at 422, Lake Gardens. P.O. Lake, P.S. - Lake. Kolkata - 700 045, represented by one of its Directors, **SRI PRANAB CHATTERJEE (PAN :**

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ACQPC3756K), son of Dr. Paresh Nath Chatterjee, therein after called and referred to as the Developer for developing the said premises with the right to construct a building as per the building plan to be sanctioned by The Kolkata Municipal Corporation in or upon the said Municipal Premises No. 18, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/680, Diamond Harbour Road, locally known as 680, Block- O, New Alipore. Police Station -- New Alipore, Kolkata - 700 053, the particulars of such property more fully described in Schedule there under written with such terms and conditions as clearly written therein.

AND WHEREAS in pursuance of the aforesaid registered Agreement entered into between ourselves mentioned therein as Owners of the One Part and Module Properties Private Limited, mentioned therein as Developer of the Other Part and in pursuance of the understanding between the parties thereto, it is necessary and also expedient for me to appoint an agent to look after all my affairs during my absence.

NOW KNOWN BY THESE PRESENTS, I, SMT. ARUNDHATI SARKAR (OCI No A666190) wife of Sri Shyamal Sarkar and daughter of Late Ranajit Kumar Ghosh, the Principal herein do hereby and hereunder nominate, appoint and constitute SRI PRANAB CHATTERJEE (PAN : ACQPC3756K), son of Dr. Paresh Nath Chatterjee, by faith- Hindu, by occupation- Business, residing at Premises No. P-240, Lake Road, P.O. Sarat Bose Road, P.S. - Lake, Kolkata - 700 029, Director of MODULE PROPERTIES PRIVATE LIMITED, (PAN AAFCM9I73Q), a company incorporated under the Companies Act, 1956, having its office at premises No. 422, Lake Gardens, P.O. Lake, P.S. - Lake, Kolkata - 700 045 to be my true and lawful ATTORNEY for us, in my name and on my behalf to do the following acts, deeds and things, that is to say :-

1. To construct a new building on the Said Share of the property according to the sanctioned and / or modified building plan to be granted by The Kolkata Municipal Corporation in and upon the said share of the property being Municipal Premises No.

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18, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/680, Diamond Harbour Road, locally known as 680, Block- O, New Alipore, Police Station – New Alipore, Kolkata - 700 053 as described in the SCHEDULE hereunder written .

2. To apply, submit, sign, issue and receive from The Kolkata Municipal Corporation/Kolkata Improvement Trust (KIT) / KMDA/ CESC/ and/or any other Authority or Authorities concerned for such or relevant applications, maps, sanction plans in building department, modification plans U/R-26 of KMC, completion plans U/R-27 of KMC and papers related to additional floors, writings, drawings, design, forms and/or any representation or representations, too, as or may be required in respect of the said share of the Premises by the said Attorney at his discretion shall think fit and proper for and on behalf of me in my name.
3. To deposit any fees, charges or any other amount on behalf of me which may have to be paid to The Kolkata Municipal Corporation and/or any other Authorities in respect of the said share of the premises or at the Schedule mentioned property written hereunder.
4. To appoint Architect or Architects, Contractors, Masons, Labourers, Plumbers, Engineers, Painters, Electricians etc. for the purpose of executing the construction of the proposed building on the Said share of the Property according to the sanctioned building plan and to terminate their service or services as and when required .
5. To apply before Electricity, Telephone, Water (KMC), Sewerage (KMC) , Gas and Drainage, Lift installation (Directorate of Electricity, Govt. of West Bengal), West Bengal Fire and Emergency Services, Kolkata Police, and any other connections of whatsoever manner or nature and for that purpose to sign, issue and receive all papers and / or documents and/or plans and/or Drawings and/or Designs and/or Sketches and/or Undertakings and/or Representations and/or all relevant documents etc. of whatsoever manner or nature or may be thought to be necessary by the said Attorney before the various Department or Departments of The Kolkata Municipal

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Corporation and/or proper Authority or Authorities of various Public and/or Private and/or Government or Semi-Government organization and/or Autonomous Body or Bodies.

6. To sign and receive registered or registered with A/D letter and/or articles and/or any other documents of whatsoever manner or nature in respect of the said share of the Premises and/or property written in the Schedule mentioned here in below and to grant proper and effectual receipt or receipts in respect thereof.
7. To sign and apply for and obtain necessary permissions and / or approvals and / or sanctions and / or licence from any statutory authority including the Fire Brigade and Authorized Officer under the WBHIRA and as well as appear and represent ourselves before the necessary authorities including Land Acquisition Department, Dist. South 24 Parganas (South), P. W. D. Department, the Kolkata Metropolitan Development Authority and concerned Kolkata Police Stations, South 24 Parganas in connection with the sanction, modification and/ or alteration of plans, construction and development in respect of the above said share of the Property.
8. To sign and submit all papers, statements, undertakings and declarations as may be further required for construction of the proposed building on the Said share of the premises according to the sanctioned building plan to be granted by The Kolkata Municipal Corporation.
9. To appoint any agent or agents, seryant or servants on my behalf for the purpose of managing the Said share of the property.
10. To appear for and represent me before all authorities including those under The Kolkata Municipal Corporation for mutation, fixation and /or finalization of the annual valuation of the Said Share of the property and for that to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

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11. To make, sign and verify all applications or objections to appropriate authorities for all or any license permission or consent etc. required by law in connection with the management and development of the Said Share of the Property and also to execute register and present any declaration or undertaking before Registrar and Sub-Registrar and/or any other statutory authority if required
12. To develop the Said share of the premises by making construction of a new building therein as my said Attorney may deem fit and proper .
13. To engage and appoint Solicitor, Advocate or Advocates to act and plead otherwise conduct the case whenever my said Attorney think proper to do so.
14. In case of acquisition by State Government or Union Government of the Said share of the property, my Attorney will have full power to file objection or written statement or petition and to apply for compensation before such authorities.
15. To file and defend any or all Suits , Cases , Appeals , Complaints and Application of whatsoever manner or nature for and on our behalf that is to be instituted and/or preferred against me in respect of the said share of the Premises, which is more fully described in the Schedule written hereunder and also to present and prosecute Writ Application or Petitions in respect thereof in any manner relating to the said share of the premises described in the Schedule hereunder in any Court of Law. To appear, file and defend any case or cases of whatsoever manner or nature before any Judicial Authority and/or Quasi-Judicial Authority in respect of the Schedule mentioned property written hereunder .
16. To sign and verify all complaints , written statements , petitions, objections, Cross Objections , claims, counter claims, Applications for Executions, Revisions, Review New Trial or Stay of whatsoever manner or nature , Memorandum of Appeal and GENERALLY to do all other Acts, deeds and things related to above matters/proceedings for and on my behalf as the said Attorney in his absolute discretion shall think fit and proper in respect of the Said Share of the Premises .

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17. To compromise all Suits, Appeals, Cases and/or any other Legal proceedings in any Court of Law, Tribunal Authority of whatsoever manner of nature and to sign and verify all Application and Solenama thereof for and on my behalf.
18. To apply for and obtain and renew all licences, permits etc. as may be necessary or required for purchasing cement, iron, steel and other building materials for the purpose or carrying on the said construction on the said share of the Property.
19. To negotiate for sale or to enter into agreement for sale, construction, assignment or nomination over and / or any covered area or open areas or any part thereof or any Flats and Garage spaces, if any, in respect of the Developer's Allocation more fully described in the aforesaid Development Agreement in the said proposed building to be constructed with the prospective buyers of Flats and Garage spaces as my said Attorney may deem fit and proper. Provided However that the Attorney shall not part with possession of the Developer's Allocation until handing over the physical possession of the Principal's/Owner's Allocation to the Owners/Principal as mentioned in the Development Agreement subject to clause 13.1 of the Development Agreement dated 28/06/2019.
20. To receive all or any money or monies as earnest or part consideration from the intending purchaser or purchasers of the Developer's allocation more fully stated in the said Development Agreement and to give good valid receipt and discharge thereof and also to accept the full and final payment from intended Purchaser as my said Attorney may deem fit and proper.
21. Upon such receipt as aforesaid in his name, on my behalf and as my act and deed, to sign, execute and deliver deeds, instruments and assurances, conveyance or conveyances as may be required for fully and effectually conveying the said property in favour of the Purchaser and/or Purchasers or his/their nominee or nominees and assignees; as the case may be.

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22. To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance and/or conveyances registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying and/or transferring the said Developer's allocated portions of the property as mentioned in the Second Schedule hereunder written to the Purchaser or Purchasers as fully and effectually in all respects as I could do the same myself.
23. To receive any notice relating to my Said share of the Property from The Kolkata Municipal Corporation or from the offices of the Government or Semi Government and other Department.
24. To accept, sign enter into and acknowledge and perform all such deeds, instruments, contracts, agreements acts and things as shall be required or deemed proper for or in relation to all or any of the purpose, matters or subjects herein specified.
25. For all or any of the purpose herein before stated, to appear and represent me before all authorities having jurisdiction and to sign, execute and submit all papers and documents relating to my Said Share of the Property.

AND GENERALLY to do all acts deeds matters and things concerning the authorities hereby granted in respect of the said share of the property which I could have done lawfully, under my hands seals, if personally present.

AND I, do hereby ratify and confirm and agree to ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the Said Share of the property. Notwithstanding no express power in that behalf is herein provided.

The Attorney agrees and covenants with the Principal that (1) all costs, charges and expenses for the exercise of any power or authority under this Power of Attorney shall be borne and paid by the Attorney (2) no financial or other liability shall be created on

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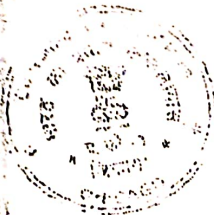
the Principal by virtue of grant of this Power of Attorney or by the exercise of any power or authority under this Power of Attorney (3) while exercising the powers and authorities hereby conferred on the Attorney, the Attorney shall not do any such act, deed or thing which would in any way infringe the rights of the Principal and/or go against the spirit of the Development Agreement and the Attorney shall act strictly in accordance with the express terms and conditions of the Development Agreement and (4) the Attorney shall indemnify and keep the Principal fully saved, harmless and indemnified from all acts, deeds and things done or caused to be done by the Attorney in pursuance of this Power of Attorney.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of Undivided Share of total land measuring an area of 5.84 Cottahs i.e. 5 Cottahs 13 Chittacks and 19 Sq. Ft. more or less with two storied building measuring 4000 Sq. Ft. more or less comprised in Plot No. 680 in Block No. O of the Society's New Alipore Development Scheme No. XV, being a portion of Port Commissioner's Surplus land property within the limits of The Corporation of Calcutta now within The Kolkata Municipal Corporation, Ward No. 081, known and numbered as Municipal Premises No. 18, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/680, Diamond Harbour Road, locally known as 680, Block- O, New Alipore, Police Station - New Alipore, Kolkata - 700 053, Sub Registry office at Alipore in the District of 24 Parganas, and butted and bounded as follows :-

| | |
|--------------|---|
| ON THE NORTH | : By Premises No. 694 , New Alipore |
| ON THE SOUTH | : By New Alipore 30 feet wide KMC Road. |
| ON THE WEST | : By Premises No. 679 , New Alipore |
| ON THE EAST | : By Premises No. 681, New Alipore |

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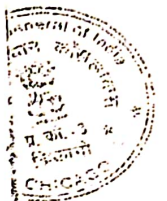
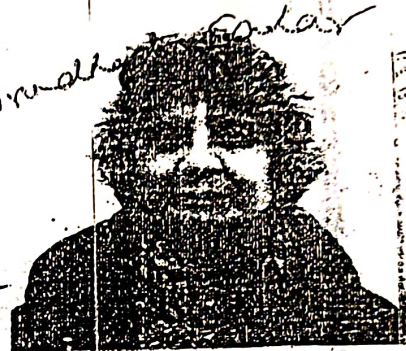
IN WITNESSES WHEREOF I the Principal have hereto and hereunto set and subscribed my hand on this day of Two thousand and Nineteen A. D.

SIGNED, SEALED AND DELIVERED
By the PRINCIPAL
at 47282 Scarlet Drive N, Novi, MI-48374, USA.

In the presence of:

Witnesses:

1. Name & Address **MARINA WAGATHA**
8638 GRAY ST.
WESTLAND, MI 48185
9-4-19



2. Name & Address

भारत के प्रधान कंसलरावास
CONSULATE GENERAL OF INDIA
चिकगो न्यू एम्. ए.
CHICAGO (U. S. A.)

CHIC/AN/13155 दिनांक
तके प्रधान कंसलरावास, चिकगो में देखा।

in the Consulate General of
India, Chicago.

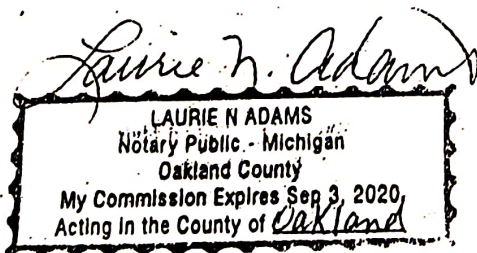
responsibility is accepted by this
Consulate General for the contents
of this document

BRUCE WHITAKER
29616 GRANDON
LIVONIA, MI 48150
9-4-19

Arundhati Sarkar
Signed by Arundhati Sarkar Sept 4, 2019

Signature of the Principal

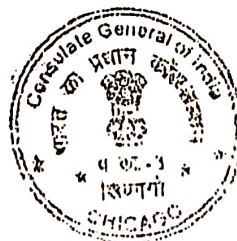
Accepted the Power



September 4, 2019

Signature of the Constituted Attorney

Signature of Ms. Arundhati Sarkar attested



Asim Mandal
Vice Consul (Consular)
Consulate General of India
Chicago, Illinois, U.S.A.

SEP 26 2019