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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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DEVELOPMENT POWER of ATTORNEYExecute on this 15th day of September, Two Thousand & Seventeen

KNOW ALL MEN BY THIS PRESENTS THAT, M/s. Bhrosemand Commerce Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 3 Sundi Bagan Street, P. S. Jorasanko, P. O. Colootola, Kolkata - 700073 (CIN U51109WB1995PTC069131) having Income Tax Permanent Account (PAN No. "AABCE6440M"), represented by one of its Director namely SRI B. GOUTHAM CHAND (PAN "AAGPG2232A"), son of Sri R. Bhawarlal, by occupation Business, by faith Hindu, by Nationality Indian, residing at No. 12, Teachers Colony, Roypettah,

P. O. Roypettah. P. S. Roypettah, Chennai- 600014, hereinafter called the "OWNER/PRINCIPAL" do hereby SEND GREETINGS.

WHEREAS:

1. The Owner/Principal is the absolute owner of the property situated at premises no. 3, Surti Bagan Street, P. S. Jorasanko, P. O. Colootola, Kolkata - 700073, **ALL THAT** piece and parcel of land measuring about 06 (Six) Cottahs and 08 (Eight) Chittacks be the same a little more or less together with an existing old and dilapidated ground plus four building and other structure standing thereon. Within the limit of the Kolkata Municipal Corporation, being the Assessee No. 110443700031, which has been morefully and particularly described in the schedule hereunder written.
2. The Owner/Principal having so decided and resolved in one of its Board Meetings that it has been necessary to appoint Attorney to look after, manage, control, supervise and administer the said property as mentioned and written hereinbefore and also mentioned hereunder schedule, who shall look after, manage, control, supervise and properly administer the said landed property as described herein above and under schedule hereunder, on behalf of the Owner/Principal.
3. Being thus in possession of the said property the Owner/Principal have decided to develop the said property by raising construction of a new building after demolishing the said old dilapidated ground plus four building and other structure standing thereon, consisting of several flats and/or commercial units and accordingly the Owner/Principal placed and responsibility for Development of the said property and the Owner/Principal entered into a Development Agreement on 14/12/2016, with the developer namely **M/s. Topsia Estates Pvt. Ltd.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Suite No. 4001, Raj Chambers, 7B, Justice Dwarkanath Road, P. O. Lala Laj Pat Roy Sarani, P. S. Bhawanipore, Kolkata - 700020, (CIN U70109WB1988PTC044967) having Income Tax Permanent Account (PAN No. "AAACT9224E"), represented by one of its Director namely Sri Rajendra Jain, Son of Late Bhanmal Jain, having Income Tax Permanent

Account (PAN No. "ACTPJ9188R"), residing at "Mangal Jyoti", 7th. Floor, Flat No.- 704, 227/2, A. J. C. Bose Road, P. O. Lala Lajpat Roy Sarani, P. S. Ballygunge, Kolkata - 700 020, for the purpose of construction of new Building and the said Development Agreement duly registered before the Additional Registrar of Assurance, Office of the A.R.A.-II, Kolkata, West Bengal, which is registered in Book No. I, Volume no. 1902-2016, Pages from 148641 to 148682, Being No. 190204725 for the year 2016.

4. The Owner/Principal hereby grants the Powers and appoints the Developer for development of the said property and the Developer has accepted such appointment on the terms and conditions hereunder contained. That in this context, the Owner/Principal hereby appoint, nominate and constitute M/s. Topsia Estates Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Suite No. 4001, Raj Chambers, 7B, Justice Dwarkanath Road, P. O. Lala Laj Pat Roy Sarani, P. S. Bhawanipore, Kolkata - 700020, (CIN U70109WB1988PTC044967) having Income Tax Permanent Account (PAN No. "AAACT9224E"), represented by one of its Director namely Sri Rajendra Jain, Son of Late Bhanmal Jain, having Income Tax Permanent Account (PAN No. "ACTPJ9188R"), residing at "Mangal Jyoti", 7th. Floor, Flat No.- 704, 227/2, A. J. C. Bose Road, P. O. Lala Lajpat Roy Sarani, P. S. Ballygunge, Kolkata - 700 020, as the Owner/Principal's true and lawful attorney to do the followings acts, deeds, things and matters on behalf of the Owner/Principal in connection with the scheduled property:
- a) To look after, manage the aforesaid property morefully described in the schedule below on behalf of the Owner/Principal.
 - b) To sign execute all agreement/s and/or document/s and all other necessary papers and documents concerning the said property for and on behalf of the Owner/Principal.
 - c) To sign execute all agreement/s for tenant rehabilitation with the existing tenants/occupiers and/or vacate the acquired spaces which is acquired and/or possessed by the existing tenants/occupiers of the said premises with due legal course and/or all document/s and all other necessary papers and documents concerning the said property for and on behalf of the Owner/Principal.

- d) To apply for and obtain in the Owner/Principal's name in connections of water, electricity and also to apply for and obtain in the Owner/Principal's name of permanent drainage, sewerage connections to the said premises and property and to sign as well as execute all plans, forms, papers, documents in connection therewith for and on behalf of the Owner/Principal.
- e) To represent the Owner/Principal before all the office/s concerned and also like such the Kolkata Municipal Corporation and to sign all papers, documents on behalf of the Owner/Principal for mutation of name of the Owner/Principal in-respect of the relevant papers and to appear in all hearing before the authorities of the Kolkata Municipal Corporation for such mutation, deal in objection and/or appeals on behalf of the Owner/Principal against the excess valuation assessed by the said Kolkata Municipal Corporation and also to prefer appeal before the appropriate authorities and represent the Owner/Principal at the time of hearing of such objection/s and/or appeal/s on behalf of the Owner/Principal to move Petition to Plead, to argue, to act on behalf of the Owner/Principal and file petition, in original assessment, miscellaneous, review, revision or appellate proceeding/s, to act service of notice/s, to produce and take back documents to apply for and take delivery of copies, to authorise his representative/s and registered clerks to take delivery of copies and to do clerical work in the office of the Kolkata Municipal Corporation and Building Rules framed there under all works covered by the provisions of the Kolkata Municipal Corporation Act, before the Kolkata Municipal Corporation, to apply for depositing and/or adjust any money in connection therewith and the attorney is empowered to authorised to comply with all the requirements and the Kolkata Municipal Corporation Act, & Rules & the Building Rules including signing on the Building Plans to be submitted for sanction and take delivery of such sanctioned plan/s from the Kolkata Municipal Corporation for and on behalf of the Owner/Principal.
- f) To sign letters, correspondence and documents and to receive all documents, maps and/or Plans from the Kolkata Municipal Corporation, Fire Brigade and/or other authority and/or authorities

and for that to sign and/or grant proper effectual receipt/s and discharge thereof on behalf of the Owner/Principal.

- g) To sign and/or submit of all document/s for the approval of proposed building plan to the Kolkata Municipal Corporation Building Department and also to the concern department of the Kolkata Municipal Corporation for necessary approval of proposed building plan/s during the construction period, if any declaration occurred further to sign and submit the building plan for registration to attend and/or appear for the hearing before the concerned authority of the Kolkata Municipal Corporation for any additional approval from the Building Department of the Kolkata Municipal Corporation and correspondence and documents and to receive all papers, documents, notices, maps and/or plans from the Kolkata Municipal Corporation on behalf of the Owner/Principal.
- h) To sign and/or submit the plan/s of internal and external water connection and appear before the water supply department of the Kolkata Municipal Corporation to sign and/or submit the plan/s of internal and external drainage and sewerage connection and to appear before any concerned department in-relation with the above said purposes of the Kolkata Municipal Corporation and to apply for obtain water, sewerage connection etc. On behalf of the Owner/Principal
- i) To prepare proposed drawing/s and/or plan/s for sanction from the Kolkata Municipal Corporation and submit and also to sign building plan/s on behalf of the Owner/Principal in-respect of the scheduled property and obtain sanctioned plan/s thereof from the Kolkata Municipal Corporation concerned authorities on behalf of the Owner/Principal.
- j) To prepare and/or submit all necessary plan/s and/or any revision/s and/or altered building plan/s by the said Attorney on behalf of the Owner/Principal for the said new building purpose abutted in the scheduled property.
- k) To apply for and/or obtain all necessary sanction clearances, the said proposed building on behalf of the Owner/Principal.

- l) To appear for and represent the Owner/Principal before any competent authority, tribunal authority, arbitrator and/or concerned any revenue department, administrative civil, criminal, jurisdiction relating to any matters, concerning the scheduled property on behalf of the Owner/Principal.
- m) To initiate any case and/or defend any type of suit, proceedings, appeal, revision injunction proceedings, enquiry, claims etc. relating to the scheduled property on behalf of the Owner/Principal.
- n) To appoint and/or engage any legal practitioner/s, solicitor/s, auditor/s, valuer/s, assessor/s, arbitrator/s, and/or any advocate/s, other person/s and/or to sign execute and deliver all Vakalatnama/s, Ekrarhama/s, show cause petition/s etc. In-respect of the scheduled property on behalf of the Owner/Principal.
- o) To sign, execute, submit and/or deliver all plaint/s, written statement/s, to file any objection/s before any concerned authorities, appeal/s, application/s, revision/s, injunction/s, petition/s, and all other appeals and all papers, documents, exhibits for the aforesaid purpose on behalf of the Owner/Principal.
- p) To visit and/or represent the Owner/Principal before all the concerned West Bengal Govt. Offices and/or all the concerned Central Govt. Offices and all other concerned offices for smooth management of the scheduled property on behalf of the Owner/Principal.
- q) To apply for obtain the electricity, water, sewerages/drainage and/or any other civil, criminal, commotion, amenities and/or other utilities in the scheduled property and/or make addition/s and/or alternation/s thereof and/or to close down and/or to disconnect the same on behalf of the Owner/Principal.
- r) To sign and/or execute all other deed/s, instrument/s, assurance/s, which shall be necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually

conveyed several properties upon the scheduled property on behalf of the Owner/Principal.

- s) To execute deed/s of sale in-respect of the undivided proportionate share of land and/or flats and/or commercial spaces area in-respect of the Developer's Allocation as per the said Development Agreement dated 14/12/2016, in favour of any prospective purchaser/s and/or buyer/s nominated by the said attorney and/or to present said deed/s before any Registrar to admit execution of any executed by the said Attorney on behalf of the Owner/Principal. Receive consideration money and to give discharge thereof relating to the Developer's Allocated portion/s only as per the said Development Agreement dated 14/12/2016, in-respect of the scheduled property. The Owner/Principal in no way shall be responsible to any miscellaneous acts if so committed by the Developer.
- t) To file any suit/s, claim/s, before any court of law appeal and second appeal and miscellaneous appeal in any court of law, injunction/s and to sign and verify plaint/s, written statement/s, application/s and/or objection/s in any nature, including Special Jurisdiction of High Court, Article 226 of the Constitution of India and swearing affidavit/s in connection with the scheduled property, on behalf of the Owner/Principal.
- u) To engage, constitute and/or appoint any advocate/s, revenue agent/s and/or any other legal practitioner to conduct all sorts of cases and/or suits, appeals, revision/s and other matters and/or affairs and to take and defend all sorts of legal proceedings, suits, claims, demands, etc. Arising in course of in relation to the aforesaid matters on behalf of the Owner/Principal.
- v) To ask, receive any recover from all the flat and/or office spaces purchaser/s, other occupiers, agreement holders for purchasing flats and/or office spaces and/or car parking spaces, all rents, charges, profits, emoluments and/or sum of money due and/or owing and/or payable in-respect of the Developer's Allocation as per the said Development Agreement dated 14/12/2016, in-respect of the scheduled property, in any manner whatsoever and also on non

payment thereof and/or any part thereof to enter upon and restrain and/or to take appropriate legal steps for the recovery of the same thereof and/or to eject such defaulting acquirer and/or occupants.

- w) This power is involved with couple of interest and is credited without any consideration and to be effected by the Indian Contract Act, 1872 with all its amendments and insertions. This power will subsist and remain until the contract is rescind upon violation or breach of contract on the part of the Attorney being established. This registered Power of Attorney being collateral document of the said Development Agreement dated 14/12/2016 and whatsoever acts deeds and things concerning with the said scheduled property to be done by the attorney shall be deemed to be done on behalf of the said Developer's firm be bound by such acts, deeds and things so done and that will also remain operative until and unless the contract is rescind upon for violation or breach of contract on the part of the Attorney being established. Generally to do and/or execute all such acts, deeds and things in the same manner and to the same extends as the Owner/Principal could do and/or execute such documents and the Owner/Principal do hereby agree, confirm and ratify whatever have been done by the Attorney and/or his men and/or agent/s during the continuance of the construction work as per the said Development Agreement dated 14/12/2016 and until it is not against the Owner/Principal's interest.

AND the Owner/Principal hereby agree and undertake to ratify and confirm all and whatsoever the Owner/Principal's said attorney under this Power in that behalf hereinbefore contained shall lawfully do execute and/or perform in exercise of power so vested upon it hereby confirmed upon under by virtue of this Power provided however the Owner/Principal's said Attorney shall be bound to ensure day to day work in-respect of the progress of the construction work in the said scheduled property to the Owner/Principal.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT that the land and building comprised in and being the municipal premises No. 3, Surti Bagan Street, P. S. Jorasanko, Kolkata - 700073 having an area of land measuring about 06 (six) Cottahs and 08 (eight) Chittacks be the same a little more or less together with the existing old and dilapidated ground plus four storied building and other structure standing thereon together with revenue free land thereunto belonging and on part whereof the same is erected and built. being plot no. 77 in the improvement scheme No. I and formed out of portion of old premises no. 21/7, Tarachand Dutta Street, 7, Peary Lal Mullick Land old Star lane and being portion of Holding nos.193 and 199 in Block No.10 in the North Division of Calcutta Metropolitan City Together with 35 legal/illegal occupiers yielding monthly rent of Rs.3,000.00 approx out of which a portion is being deposited in Rent Control, bearing Assessee Number 11-044-37-0003-1 in the records of Kolkata Municipal Corporation under Police Station Jorashanko, Kolkata Municipal Corporation Ward No. 044 and butted and bounded as follows:-

On the North : Partly 22 and 24, Tarachand Dutt Street and 4, Mandir Street.

On the South : 1, Surti Bagan Street.

On the East : 40 ft. wide Surti Bagan Street.

On the West : 6, Mandir Street.

IN WITNESS WHEREOF the Owner/Principal, the EXECUTOR herein execute this DEVELOPMENT POWER of ATTORNEY on this the 14th day of September, 2017.


SIGNED SEALED AND DELIVERED
by the Executor at Kolkata in the presence of :

ROSEMAND COMMERCE PVT. LTD.

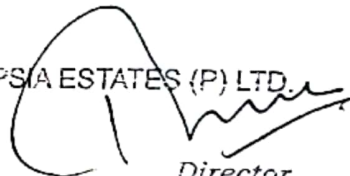


Director

B. GOUTHAM CHAND


1. Biswajit Halder
527 D.H. Rd., Kurla-36
2.  AMRIT SINGH RASTPUROHIT
3, Suri Bagan Street
Kolkata-73

SIGNED SEALED AND DELIVERED
by the Attorney at Kolkata
in the presence of :



TOPSIA ESTATES (P) LTD.
Director












RAJENDRA JAIN

1. Biswajit Halder
2.  AMRIT SINGH RASTPUROHIT

Drafted by me:

as per document supplied by
the parties.












K.C. Karanaker
(ADVOCATE), High Court Calcutta
(Enrolment No.- WB/867/83)

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	THUMB	INDEX	MIDDLE	RING	LITTLE

Name B. GOUTAM CHAND

BRUSEMAND COMMERCE PVT. LTD

Signature

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Name RAJENDRA JAIN

Signature

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2017, Page from 134503 to 134528
being No 190305272 for the year 2017.



Digitally signed by MALAY KANTI DAS
Date: 2017.09.22 14:00:19 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 22-Sep-17 1:59:59 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)

