100

REGD. NO. / /106/23/4/08

NOTARIAL CERTIFICA

To ALL MEN THESE PRESENT SHALL COME. I RANI MONJUST BOY Advocate & Notary practising as a NOTARY in the Alipore Judges Court within the District of SOUTH 24 PARGANAS of the State of West Bengal within the Union of India, do hereby declare that the paper writing collectively marked A annexed hereto hereinafter called the Paper Writing A' are presented before me by the executant (S).

* The west Overgal Housing Roard, R/0-105, Surendra Nath Brigee Road Rot-14

hereinafter referred to as the executant (S) on this, the 23-A the day of Two thousand and Eight

Power of Attorny / Partenership / Will /
Agreement / Declaration / Others.

R. M. ROY NOTARY

The executant (S), having admitted the execution on the Paper writing 'A' in respective hand (S) in the presence of the witness (es) who as such subscribe (S) Signature (S) thereon and being satisfied as to t e identity of the executant (S) and the said execution of the Paper Writing 'A' and testify that the said execution is in the respective hand (S) of the executant (S).

AN ACT WHEREOF being required of a Notary I have granted THESE PRESENT as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require

NOTARIAL NOTARIAL B. TODAY

IN FAITH AND TESTIMONY WHEREOF

RANI MONJURI ROY the said Notary have hereunto set and subscribed my hand affixed my Notarial Seal of Office at Alipore Judges Court Compound, Kolkata-27 in the District of South 24 Parganas on this 23 7 day of 2008

NOTARIAL STAMP

RANI MONJURI ROY

M.A. Double, B. Ed. (Cal), LLB (Cal) NOTARY

23 APR 2008

Goyt, of West Bengal Regd. No 10/94 Alipore Judge Court Room Nos. 12 & 17 District South 24 Parganas



POWER OF ATTORNEY भवका पश्चिम बंगाल WEST BENGAL

8 8 9 2 7 5 3

HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W. B. Act XXXII of 1972 together with up-to-date amendments of the act), having our office at 105, Surendra Nath Banerjee Road, Kolkata-700014, SEND GREETINGS.

WHEREAS:

A.

WESTB

AGREEMENT" West Bengal Housing Board (hereafter called "The Board"), have engaged M/s. Bengal Greenfield Housing Development Company Limited hereafter called "The Company" as the Developer for the development (by way of construction) of a housing complex, hereafter called "The Complex", on the lands described in the SCHEDULE hereto and delineated on the Map or Plan annexed hereto and bordered "RED" thereon and thereafter called "THE LAND" as per the Schedule framed and to be finalized by "The Company" subject to and in accordance with the policy of the State Government hereafter called "The Scheme".

23 APR 2008

Mousing Commissioner
West Bengal Housing Board

91209

Serial No...

Name

Address

Bangal Greenfield Housing Development Co. Ltd.,

71, Park Street (Social No - 14)li Tech Chambers, 4th & 7th Floor, 84/18, Topsia Road (S)

Kolkata - 700 016

Licensed Stamp Vendor,

S. SARKAR

A los

B. "The Board" is desirous of granting necessary power and authorities to "The Company' interalia for the purpose of effective and speedy execution of "The Scheme" as per terms of the said Agreement.

NOW KNOW YE BY THESE PRESENTS that we, the said **THE WEST BENGAL HOUSING BOARD**, do hereby nominate, constitute, appoint, authorize and empower the said M/s. **BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED**, a Joint Sector Company having its Registered Office at 'Hi-Tech Chambers, 84/1B, Topsia Road (South), Kolkata – 700 046 as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, execute and perform all or any of the following acts, deeds, matter and things as mentioned hereafter.

- To receive peaceful possession of the land from "The Board" and to hold, manage and maintain such permissive peaceful possession in accordance with the terms and conditions contained in the said Agreement.
- 2. To enter into, hold and defend permissive peaceful possession of the land and every part thereof and also to manage and maintain such permissive peaceful possession in accordance with the terms and conditions contained in the said Agreement.

To have the plots of Land (as described in the "SCHEDULE" hereto) developed by undertaking development and construction of the Complex as per the Scheme, containing ownership flats and/or other buildings and/or structures thereon as per approved plan and for the said purpose, to do soil testing, excavation and all other necessary work.

4. To raise necessary finance for execution of the scheme including finance from any Bank and/or any other authority or authorities or institution for development of the Land by construction of "The Complex" as per the Scheme and for that purpose with prior approval of "The Board" to create mortgage or any other lien over the Land and/or "the Complex" in favour of such Bank and/or any other financial institutions, and/or other bodies, authorities, provided however that "The Company" shall repay such liabilities at the

West Bengal Housing Board 23 APR 2008

R.M. ROY NOTARY

19194 ore Judges Conand harmless against any claims, loss or damages that "The Board" [5] may have to face in relation to or arising out of such mortgage.

5. To appear before all necessary and/or competent authorities, is including WBHIDCO, Municipal Corporations/Municipality Brigade, Competent Courts, Forums and Police Station, connection with the execution of the Scheme and/or development and construction of "the Complex".

- To apply for and obtain such permissions, as be necessary for 6. obtaining steel, cement, bricks and any other construction and building materials and/or construction equipments and to appoint contractors and/or sub-contractors for the purpose of development and construction of "The Complex".
- 7. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities and infrastructure facilities, permits for lifts and also the completion and other certificates from the WBHIDCO and/or any other authority or authorities.
- To warn off and prohibit any trespasser on the Land or any parts 8. thereof and to take appropriate steps, whether by legal action or otherwise.
- To negotiate for sale and/or transfer of flats or any portions thereof together with the undivided proportionate share in the Land and the rights appurtenant thereto and to enter into agreements, including flat-sale agreement, lease agreements etc, containing such provisions and with such purchasers and/or other persons as provided for in the Alipore Judges Cos said Agreement and to receive earnest moneys and/or part and/or full premium/consideration thereunder and grant valid receipts or discharges for the same and also to fulfill and enforce mutual obligations thereunder. But in case of such sale, "The Company" shall keep "the Board" fully informed.
- 10. To sign, execute, enter into, modify, cancel, alter, draw, approve agreements and/or Deeds of Conveyances for transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, returns, confirmations, consents and other documents as

West Bengal Housing Board

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WEST BE

NOTARY 10/94

23 APR 2008

may in any way, be required to be so done for and in connection with ROY the development and transfer of the Land or any part and/or portions/ thereof and to receive premium/consideration, rents, service charges (s) taxes and other amounts therefore and grant valid receipts and other amounts therefore and grant valid receipts and discharges for the same.

- 11. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or Officers and/or authority or authorities in connection with enforcement of all powers and authorities as contained herein.
- 12. To file commence, prosecute, enforce, institute and defend all suits and proceedings and to engage Lawyers and Advocates to protect the rights, and interest in connection with and/or related to the development and construction of the "The Complex" and to verify, answer and sign vakalatnama, plaints, petitions, written statements, affidavits, memorandum of appeal and other documents in court, defend all actions, or other legal proceedings, including arbitration proceedings and demand, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgement or become non-suited in any such action or proceedings as aforesaid, before any court, Civil, Criminal or Revenue, including Rent Controller and Small Cases, Court, tribunals, forums and/or other adjudicating authorities.

To accept notices and service of papers from any Court, Forums, Tribunal, Postal and/or other authorities and/or persons.

To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.

- 15. To sign, file and submit all papers, applications, and documents before all appropriate authority and/or authorities to initiate formation of Apartment Ownership Association as a developer.
- 16. To sign and submit all papers, applications, and documents for having the separation, amalgamation and mutation, if necessary, effected in all public records and with all authorities and/or person, including, WBHIDCO, Municipalities, Municipal Corporations etc, in respect of the

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West Bengal Housing Board

R.M. ROY

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Land, and if necessary, to deal with such authority and/or authorities in any manner to have such separation, amalgamation and mutation effected.

NOTARY

- 17. To engage and appoint Architects and Consultants to equise preparations of Building Plans, sanction and appear before WBHIDEOO and/or other authorities and Government Department and/or Officers and also all other State, Executive, judicial or Quasi-judicial, Municipal and other authorities, for all matters connected with the development and construction of "The Complex" and/or other buildings on the Land and connections with the utilities and/or infrastructure facilities and in connection therewith, to sign verify and file the all necessary papers and documents.
- 18. To pay all outgoing, including Service Charges, Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
- 19. To give undertakings, assurance and indemnities, as may be required for the purposes aforesaid.

To appear and represent "The Board" before all authorities, make commitments and give undertakings as may be required for all or any of the purposes herein contained.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done in or about the aforesaid premises, so long as the said Agreement is valid and subsisting.

Housing Commissioner
West Bengal Housing Board

r M. rov20.

ipore Judges Court 24-Pgs. (5)

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SCHEDULE OF LAND

Mouza – Ghuni, Touzi No.178, J. L. No.23, P.S. Rajarhat,

Dist.: 24 Parganas	(North)
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D	arganas (North).
Dag Nos.	Land Area Acquired
3082	(Acres)
3082	0.23
3082	0.08
3082	0.27
3082	0.35
3082	0.50
3082	0.50
3082	0.49
3082	0.17
3082	0.02
3082	0.07
3082	0.07
3082	0.18
3082	0.04
3083	0.05
3083	0.25
3083	0.30
	0.05

IN WITNESS WHEREOF, West Bengal Housing Board have executed these

EXECUTED AND DELIVERED by the HOUSING COMMISSIONER WEST

BENGAL HOUSING BOARD, for and

on behalf of West Bengal Housing

NOTARY Board at Kolkata, in the presence of: lipore Judges Cou

F. A.-cum-C.A.O.

Signature (s) Executant (s) attested on identification at Alipur Juages Court. Cal-700027, under Notaris Act 1952.

R. M. ROY

Netary, Govt. of West Bengal Regd. No.-10/94

West Bengal Housing Board

Junion West P

mints Officer Lousing Board HOUSING COMMISSIONER

West Bengal Housing Board.

23 APR 2008

NOTARY

Dentified by me, Timis learan khatuy, Aduante

Drafted by me:

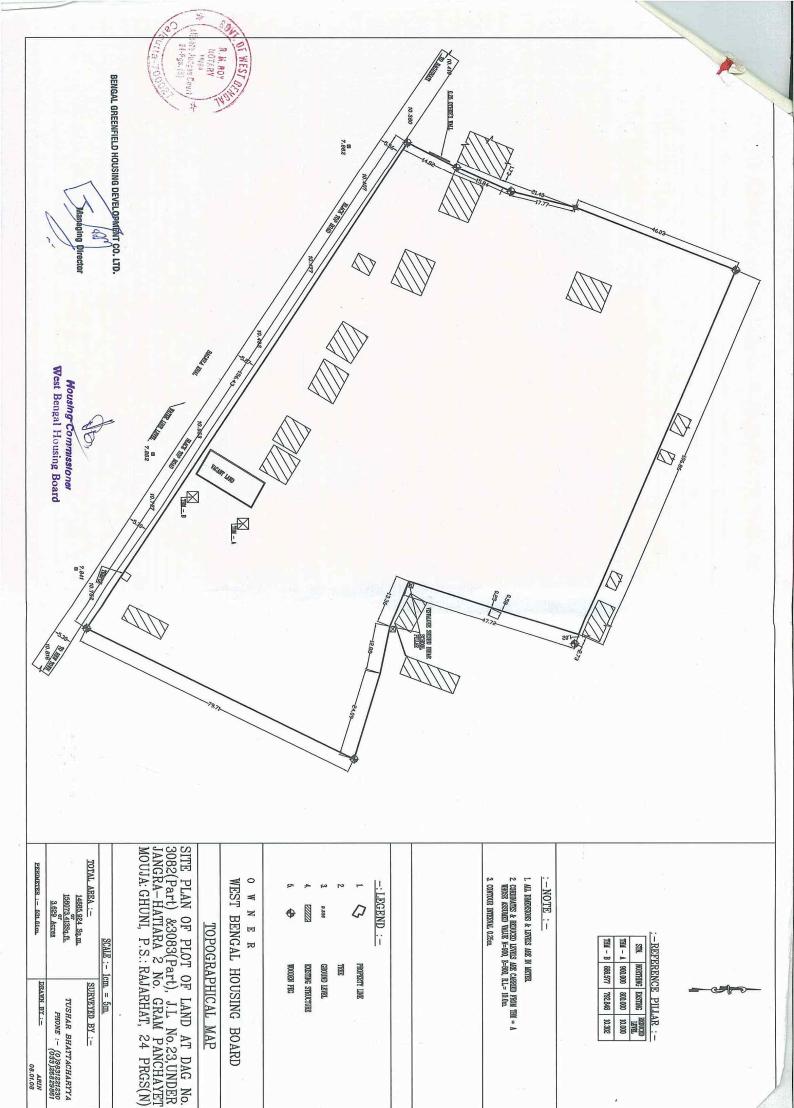
A. M. ROY

24-Pgs. (S)

Advocate /

At Alipore Judges' Court, Calsutty-27 "Rainadeep" 6/3, Suchi Bhame

Milariae Road, Kell -90





23 APR 2008



THE

DAY OF

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PAPER WRITING 'A' 8 THE RELATIVE NOTARIAL CERTIFICATE



Rani Monjuri Roy Advocate

NOTARY PUBLIC

GOVT. OF WEST BENGAL REGD. NO. 10/94

ADDRESS

OFFICE

New Room No, 12 (Pukurdhar) Alipore Judges Court Kolkata 700 027

Residence:

RATNODEEP

6/3, Sashi Bhusan Mukherjee Rd. Kolkata-700 034

Phone: 2478 4902

CHAMBER

New Room No. 17

(Pukurdhar)

Alipore Judges Court Kolkata-700 027



BARUN HALDER

Advocate's Clerk