

6107/2020

I-5976/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 689611

2001516162/2020  
8/12/2020



Visit Case No. 1904 dated 08.12.20  
 J(1)- 250  
 J(2)- 500  
 Total Realised on  
 A.R.A - IV  
 Kolkata  
 Additional Registrar of Assurances-IV, Kolkata  
 Shash

**DEVELOPMENT POWER OF ATTORNEY**

430 PM  
8-12-20

TO ALL TO WHOM THESE PRESENTS SHALL COME, We,

1.1.1 GANADHIP TRADECOM PRIVATE LIMITED (having CIN U51909WB2012PTC179339 and PAN AAECG6687L),

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

WA  
 Shash  
 Additional Registrar of Assurances-IV, Kolkata  
 Shash

16 DEC 2020

57781

DSP LAW ASSOCIATES

Advocates

4B Mecco House  
1B & 2 Hare Street,  
Kolkata - 700001



NAME \_\_\_\_\_  
 ADD. \_\_\_\_\_  
 Rs. 500/-  
 20 NOV 2020  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

20 NOV 2020



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

8 DEC 2020

*[Signature]*

Identified by me.

Sukhendu Samanta  
S/o. Sahadeb Samanta  
Ram Pur chare P. S. Debra  
Shyamchak.  
Bachin midna Pur.  
Pin. 721301.

*Service*

an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071 represented by its Director Mr. Hariram Garg son of late Tokhram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 (having PAN ADXPG7936K);

1.1.2 **ULTRASHINE MARKETING PRIVATE LIMITED** (having CIN U51909WB2012PTC179575 and PAN AABCU4292J), an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071 represented by its Director Mr. Hariram Garg son of late Tokhram Garg residing at premises No. 2, Deodar Street, 2nd Floor Ballygunge, Post Office and Police Station Ballygunge, Kolkata 700019 (having PAN ADXPG7936K); and

1.1.3 **UPMOST RETAILS PRIVATE LIMITED** (having CIN U51909WB2012PTC179578 and PAN AABCU4291M) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 4/1 Middleton Street, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata – 700071 represented by its Director Ms. Sanchita Santra daughter of Sanat Kumar Baksi residing at E 405, 406, 88 College Road, Shalimar, Post Office Botanic Gardens, Police Station AJC Bose Botanic Garden,, Haora Corporation, B. Garden, Haora, West Bengal - 711103 having PAN ALXPS9631D;

1.1.4 **SUGARH PROMOTERS PRIVATE LIMITED** (having CIN U70109WB2019PTC230599 and PAN ABBCS6445A) an incorporated Company within the meaning of the Companies Act, 2013 having its Registered Office at 7B, Pretoria Street, Alom House, 2nd Floor, Post Office Middleton Row, Police Station. Shakerspeare Sarani, Kolkata – 700071 represented by its Director Mr. Vivek Kumar Kajaria son of Mr. Sheo Kumar Kajaria, residing at 701, Suriyakiran, 4 Ashoka Road, Alipore, Kolkata - 700027, Police Station Alipore, Post Office Alipore (having PAN AGDPK5580E);

hereinafter collectively referred to as “the **PRINCIPALS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successor or successors-in-office and/or assigns) **SEND GREETINGS:**

**I. DEFINITIONS:** Unless in this power there be something contrary or repugnant to the subject or context:-



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- i. **"Attorneys"** shall mean the Developer represented by both or either of by its Authorized Representatives (a) Mr. Ashok Saraf son of Late Santosh Kumar Saraf of 2/5, Sarat Bose Road, Kolkata-700020 Police Station Ballygunge, Post Office Elgin Road (having PAN AJQPS0820D), (b) Mr. Vivek Kumar Kajaria son of Mr. Sheo Kumar Kajaria residing at 701, Suriyakiran, 4, Ashoka Road, Alipore, Kolkata 700027, Police Station and Post Office - Alipore, having PAN AGDPK5580E, (c) Mr. Suhel Saraf son of Mr. Ashok Saraf of 2/5, Sarat Bose Road, Kolkata-700020 Police Station Ballygunge, Post Office Elgin Road (having PAN BCLPS5032A), and/or (d) Mr. Suyash Saraf son of Mr. Ashok Saraf of 2/5, Sarat Bose Road, Kolkata-700020 Police Station Ballygunge, Post Office Elgin Road (having PAN BNGPS9283P), and include any other person whom the Developer may authorize in addition to or as substitute of the above named two persons jointly and/or severally but shall not include the person whose authorization to represent the Principals as attorney is revoked by the Developer.
- ii. **"Building Plans"** shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Principals and the Remaining Owners from the Kolkata Municipal Corporation and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.
- iii. **"Developer's Realization Share"** shall mean and include **48.16% (forty eight point one six percent)** of the Realizations to belong to the Developer.
- iv. **"Developer"** shall mean **AVIKAM BUILDCON LLP** (having LLPIN AAI-8250 and PAN ABIFA3801C), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2013 having its Registered Office at 2/5 Sarat Bose Road, Post Office Elgin Road, Police Station Ballygunge, Post Office Elgin Road, Police Station Ballygunge, Kolkata - 700020 and include its successors or successors-in-office and/or assigns.
- v. **"Development Agreement"** shall mean the Development Agreement dated 3<sup>rd</sup> January 2020 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2020, Pages 106255 to 106363 Being No.190401437 for the year 2020 and made between the Principals and the Remaining Owners and the Developer and include any modifications and alterations thereof as may be made by the Principals and the Remaining Owners and the Developer in writing.
- vi. **"New Buildings"** shall mean the buildings and/or other structures to be constructed by the Developer from time to time at or portion/s of the Project Land



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- vii. **“Project”** shall mean and include (a) development of Building Complex at the Project Land, (b) Transfer of the Transferable Areas to the Transferees and the collection of the Realizations from the Transferees and distribution of the same amongst the parties, (c) division of the Contingent Residual Areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.
- viii. **“Project Land”** shall mean the pieces or parcels of Land admeasuring 5.4 Bighas with all existing rooms, structures, appendages and appurtenances situate lying at and being Premises No. 7 Convent Road (formerly comprising of premises No. 7 Convent Road and 21 Canal Street), Police Station Entally, Kolkata- 700014, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written;
- ix. **“Owners’ Realization Share”** shall mean and include 51.84% (fifty one point eighty four percent) of the Realizations to belong to the Principals and the Remaining Owners in the share as mentioned in the definition of Principal’s Realization Share in the First Power of Attorney. It is clarified that out of the aforesaid 51.84%, 10.368% has been agreed to belong to the Principal Nos. 1 to 3 and 13.824% to the Principal No. 4.
- x. **“Remaining Owners”** shall mean Alokbarsha Trading Private Limited, Aqualina Projects Private Limited, Everlasting Procon Private Limited, Swarnatura Realty Private Limited, Sugam Realty Limited, Alexia Dealers Private Limited, Erode Merchants Private Limited.
- xi. **“Realization”** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas from time to time (other than Contingent Residual Areas); but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits (as defined and described in the Development Agreement).
- xii. **“Transfer”** shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer and with the First Owners’ Named Representatives (as defined and described in the Development Agreement).
- xiii. **“Transferable Areas”** shall mean the Units, Parking Spaces, Other Constructed Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex and Project Land 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 any right, benefit or privilege at the



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Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the Shares in land..

- xiv. **"Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be Transferred.
- xv. **"Units"** shall mean the independent and self-contained residential flats and/or apartments, non residential office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s
- xvi. **"First Power of Attorney"** shall mean Power of Attorney dated 12<sup>th</sup> March 2020 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2020 Pages 256144 to 256222 Being No. 190404107 for the year 2020 executed by the Principals and the Remaining Owners in favour of the Developer.
- xvii. Any other term or expression used herein shall, unless there be something contrary or repugnant to the subject or context, have the same meaning as assigned in the Development Agreement.

## II. RECITALS:

A. **WHEREAS** by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right and authority to develop the Project Land and the Principals alongwith the Remaining Owners and the Developer agreed upon the terms and conditions as morefully contained therein.

B. **AND WHEREAS** pursuant to the Development Agreement the First Power of Attorney was also executed by the Principals alongwith the Remaining Owners.

However the Principals hereto could not be present before the Additional Registrar of Assurances-IV, Kolkata for admission of their execution and accordingly the First Power of Attorney was kept pending. Subsequently due to Covid 19 induced lockdown the Principals were unable to attend the registration office at all within the statutory period and accordingly on 16.09.2020 while the registration of the First Power of Attorney was completed in respect of the Remaining Owners, the same was, however, refused in respect of the Principals hereto in Book II Being No. 190400001 for the year 2020.

C. **AND WHEREAS** in the premises aforesaid and in terms of the Development Agreement, the Principals are now executing this Power of Attorney in favour of the Attorneys jointly and/or severally to do all acts deeds and things as and for the



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purposes relating to the Project Land and the Project and the related purposes hereinafter contained:

**III. 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 to do execute exercise and perform all or any of the following acts deeds matters and things relating to the Project Land and the Project and related purposes i.e., to say:-

1. To manage, maintain, look after, supervise, administer, secure, hold and defend possession of the Project Land and every part thereof and its equipments and installations and do all acts deeds and things in connection therewith.
2. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against all or any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts agreements and arrangements with them or any of them or otherwise and to abate all nuisance.
3. To cause survey, measurement, soil test, excavation and other works at the Project Land.
4. To sign, apply for and obtain mutation, conversion, updation, insertions, correction of area or boundary or dimension or other description or any other correction, modification, alteration or other recording in respect of the Project Land or any part thereof or the boundary of the Project Land in the records of the Kolkata Municipal Corporation Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Municipal authorities, Planning Authority, Development Authority, and any other appropriate authorities and to do all other acts, deeds and things with regard thereto as may be deemed fit and proper by the said Attorney or Attorneys.
5. To demolish, construct, reconstruct boundary walls, fencing, dividers etc., at the Project Land and/or any portion thereof for the purposes connected to development in terms of the Development Agreement and to construct or put up temporary sheds, structures etc., for storage of building materials or site offices.
6. To accept or object to the assessments made from time to time of land revenue or taxes or valuation or taxes in respect of the Project Land or the building or buildings that may be constructed thereon or any part or share thereof by the land







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authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.

7. To pay all rates, municipal and other taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Project Land or any part thereof or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the and/or concerned authorities and to grant receipts and discharges in respect thereof.
8. To prepare apply for sign and submit plans, maps, specifications and sketches for approval or sanctioning by the concerned municipal and other appropriate authorities and to have the same approved and/or sanctioned and if required, to have the same or the Building Plans already sanctioned, as the case may be, modified revalidated revised altered and/or renewed.
9. To process the application for the sanctioning of the plan, pay fees and obtain sanction revalidation modification revision alteration and/or renewal and/or such other orders and permissions of the new plans or the Building Plans already sanctioned, as the case may be, for any construction at the Project Land.
10. To sign and submit all declarations, undertakings, affidavits, gifts of strips or splayed corners required by any authority for the purpose of sanction/ modification/alteration/renewal of the plans for any construction at the Project Land.
11. To give notice to the municipal and all other concerned authorities regarding commencement of construction and/or demolition of any structure(s) and/or other purposes as required or deemed fit and proper.
12. To carry out demolition, construction, reconstruction, addition, alteration,

erection, re-erection and any other related activity at the Project Land in respect of the Project.

13. To inform municipal and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the applicable rules and to get the same regularized.
14. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, borewell, generator, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanical parking system, MLCP etc., and/or other utilities inputs and facilities from the appropriate authorities



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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.

15. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, mechanized parking, generator, dish antenna and any other utility, input or facility in the Project or any part thereof including those mentioned in the last mentioned clause hereinabove and also to give contract to the manufacturer for maintenance of lift or lifts, generator, dish antenna and other utilities and its concerned machineries.
16. To deal with any person owning, occupying or having any right title or interest in the property adjacent to or near the Project Land in connection with the Project in such manner and on such terms and conditions as the said attorney or attorneys may deem fit and proper.
17. To apply for and obtain "No Objection Certificate" from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for sanctioning of plan, modification and/or alteration and/or revalidation, and/or obtaining utilities and any development activity or other purposes connected with the Project.
18. 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 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.
19. To apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
20. To apply for and obtain in the name of the Developer the registration under all Real Estate development laws, including the Real Estate (Regulation and Development) Act, 2016, the WB Housing Industry Regulation Act 2017 and to obtain all licenses and permissions under the said Act and all other acts and statutes, as applicable.
21. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building at the Project Land or portion or portions thereof and also for additions

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and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes connected with the Project.

22. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, 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 on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
23. To appoint organizations and persons in connection with Building Management, Facility Management, Common Area management on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
24. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to the Project.
25. To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities.
26. To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipments or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the said attorneys or any of them and to pay all premium therefor.
27. To obtain loans and finance from any Banks and/or the Financial Institutions in terms of the Development Agreement, and in the manner permitted under the Development Agreement but without however creating any financial obligation of repayment upon the Principals.
28. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas (including proportionate land share) to take home loans and/or home finances from any Banks or Financial Institutions and deal with banks and financiers and/or their officers and/or assigns in connection with the any no objection certificates, consents, clearances, etc., from them.
29. To produce or give copies of any original title deed or document relating to the Project Land and/or the Complex to any person or financier or others.







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30. To advertise and publicize the Project or any part thereof 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.
31. To Transfer the Contingent Residual Areas of the Developer with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper in accordance with the terms and conditions contained in the Development Agreement, 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;
32. To negotiate with the person or persons interested in obtaining Transfer and/or otherwise acquiring Transferable Areas spaces in the Project, take and accept bookings and applications, deal with, enter upon bookings and/or agreements for Transfer and/or part with possession of all or any Units, Parking Spaces and other Transferable Areas (except any Contingent Residual Areas identified and forming part of the Principals) alongwith or independent of or independently the land comprised in the Project Land attributable thereto or any portion thereof or any undivided share therein to any Transferee at such consideration and on such terms and conditions as the said attorney or attorneys may deem fit and proper but without violating with the terms and conditions of the Development Agreement.
33. To ask, demand, recover, realize and collect the Realizations and all other amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas (except any Contingent Residual Areas identified and forming part of the Principals) in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specified accounts as per the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.
34. To cancel or terminate any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire Transferable Areas and/or undivided shares in the land comprised in the Project Land and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper.
35. To join in as party to agreements for Transfer of the Transferable Areas and/or undivided share in the land comprised in the Project Land or part thereof, and also confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of Transfer to be executed in pursuance thereof.



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