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# **AIRGINDIA** INDIA NON JUDICIAL

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#### GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, DESERVE DEALERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its egistered 46, B. B. Ganguly Street, 2nd Floor, Room No. 4, Kolkata office at

12, represented by its Authorised Signatory (Mr.) Vikash Diwan, son of Sri ari Lal Diwan, residing at 8/1 M, Diamond Harbour Road, Kolkata 700 027 dereinafter collectively referred to as "the PRINCIPALS") SEND GREETINGS:

#### WHEREAS:

- A. The Principals alongwith **Display Vinimay Private Limited**, a Company, incorporated under the Companies Act 1956 having its registered office at DC 9/28 Shastri Bagari, Deshbandhu Nagar, Kolkata 700059 are jointly seized and possessed of and/or otherwise well and sufficiently entitled as the absolute owners to **All Those** the pieces and parcels of land containing an area of **15.7791 Decimal**, equivalent to **9.5463 Cottah**, more or less, situate lying and comprised in various R.S./ L.R. Dag Nos. 469, 524, 529, 532, 539, 549, 554, 555 recorded in Khatian No. 1975, in Mouza Atghara, J.L.No. 10, P.S. Rajarhat, in the District of North 24-Parganas (hereinafter collectively for the sake of brevity referred to as "the **said Premises**"), absolutely and forever.
- B. The Principals alongwith **Display Vinimay Private Limited** have unanimously decided and agreed to develop the said Premises by constructing new building/s thereon containing several Flats, Commercial spaces, car parking spaces etc. on the terms and conditions contained in the Agreement dated 29 December, 2012 registered with the A.D.S.R., Rajarhat in Book No. I, Being No. 1115 for the year 2012.
- C. In order to effectuate the said Agreement and to comply with their obligations therein, the Principals are executing this Power of Attorney in favour of Display Vinimay Private Limited and/or its Directors, as appointed time to time, and/or its Authorised Signatory, as authorised time to time, jointly and/or severally as the true and lawful attorneys of the Principals as and for the purposes relating to the said Premises hereinafter contained:

NOW KNOW YE BY THESE PRESENTS, We, the withinnamed PRINCIPALS, jointly and/or severally, do hereby nominate constitute appoint the said Display Vinimay Private Limited and its Directors, as appointed time to time, and/or its Authorised Signatory, as authorised time to time, jointly and/or severally as the true and lawful attorney or attorneys for in the name of and on behalf of the Principals and the said Attorney to do execute exercise and perform all or any of the following acts deeds matters and things relating to said Premises i.e., to say:-

- To hold and defend possession of the said Premises and warn off and prohibit and if necessary proceed in due form of law against all or any trespassers on the said premises or any part thereof 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 and arrangements with the trespassers.
- To accept or object to the assessments made from time to time of Annual Valuations in respect of the said premises or the building or buildings that may be constructed thereon or any part or share thereof and to attend all hearings and have the same finalized.



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(VIKASH DIWAN)



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To pay all rates taxes charges expenses and other outgoings whatsoever (including land revenue and other charges whatsoever) payable in respect of the said premises or any part thereof or any undivided share or shares therein or the building or buildings that may be constructed 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.

- 4. To apply for conversion of the said Premises to the concerned authorities under the provisions of the West Bengal Land Reforms Act, 1955 and all other relevant acts and rules, including to the Collector, the Gram Panchayat etc., and to have the said Property converted in all relevant Government Records.
- To apply for, pursue and obtain all permissions, clearances, certificates and/or approvals required for sale transfer and conveyance of the said Property and to sign and submit all papers applications documents and affidavits declarations and other papers and documents and to pay and receive all moneys and to do all acts deeds and things as be required in connection therewith.
- To warn off and prohibit and if necessary proceed in due form of law against trespassers and to take appropriate steps whether by action or distress or by entering into all contracts and arrangements with them or any of them or otherwise and to abate all nuisance.
- 7. 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 construction of new building or buildings at the said premises or portion or portions thereof and also for additions and/or alterations (including internal alteration within the sanctioned covered space or external alteration beyond the covered space) and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes hereinstated.
- 8. To have the said premises surveyed and measured and to have the soil tested.
- 9. To prepare apply for and submit the plans from time to time in respect of construction of one or more buildings at the said premises or on portion or portions thereof with the concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified and/or altered and/or revised and/or revalidated from time to time.
- 10. To inform the 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 rules of the concerned authorities and to get the same regularised.
- To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and do all other necessary acts deeds and things as be expedient for sanctioning revalidation renewal modification and/or alteration of plans (including to gift any part or portion of the said premises to the concerned authorities, if necessary).
- 12. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordnance etc., for the time being in force with regard to sanctioning modification revision and/or alteration of plan and/or for

construction of the new building/s at the said premises and obtaining utilities and facilities therein.

- To construct new building or buildings at the said premises and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.
- 14. To apply for and obtain electricity, gas, water, sewerage, drainage, lift/s, and/or other connections of any other utility or facility in the said premises from the WBSEB and other concerned and appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same.
- To apply for and obtain "No Objection Certificate" for sanctioning of plan and construction of building/s at the said premises from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 (if applicable) and all other permissions that may be required for sanctioning of plan and/or construction of building/s and/or obtaining utilities and other purposes hereinstated.
- 16. To apply for and obtain registration under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 (if applicable) and to obtain all licenses and permissions under the said Act as may be required for construction of building/s at the said premises.
- 17. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordnance etc., for the time being in force with regard to sanctioning modifications and/or alteration of the plans and/or construction of building/s and/or obtaining utilities and other purposes hereinstated.
- 18. To apply for and obtain permissions and licenses from the appropriate authorities to erect and run/operate one or more lifts, generator, Dish Antenna and other utilities at the said premises and to place orders for supply erection and installation thereof on the manufacturer thereof and also to give contract for maintenance of lift or lifts and its concerned machineries.
- 19. To apply for and obtain the Completion or Occupation or other certificates from the concerned authorities and/or other concerned authorities in respect of construction and/or occupation of the building or buildings to be constructed at the said premises or any part thereof.
- 20. To insure and keep insured all or any constructions at the said premises or any part thereof against loss or damage by fire earthquake and/or other risks as be deemed necessary and/or desirable by the said attorneys or any of them and to pay all premia for such insurance.
- 21. For all or any of the purposes hereinbefore stated and also hereinafter contained to appear and represent the Principals before the Registrar, District Registrar, Additional Registrar, District Sub-Registrar, Additional District Sub-Registrar and other registration authorities, the Collector, the Kolkata Metropolitan Development Authority, the Municipality, Fire Brigade, Fire Authorities, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, the B.L.& L.R.O. and other authorities under the West Bengal Land Reforms Act, 1955, Town And Country Planning Authorities, all Revenue

Authorities, Pollution Control Board and other authorities connected to pollution matters, Development Plan Authorities of the Government of West Bengal and/or India, Insurance Companies and authorities and Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons and also all courts tribunals and appellate authorities and to do all acts deeds and things and to make sign execute register submit register and/or deliver all documents, declarations, affidavits, deeds of gift, applications, undertakings, indemnities, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said premises and other papers and documents (including cause papers and orders passed in any suit) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said attorneys or any of them.

- 22. To sell, lease out or otherwise transfer or agree so to do such undivided share in the land comprised in the said Premises to the person or persons interested in owning purchasing, taking on lease and/or otherwise acquiring flats, offices, shops, showrooms, car parking spaces or rights and other constructed areas or saleable spaces in the new building or buildings to be constructed at the said premises or otherwise together with or independent of or independently the flats, offices, shops, showrooms, car parking spaces or rights and other constructed areas or saleable spaces in the new building or buildings to be constructed at the said premises at such consideration, premium, rent etc., and on such terms and conditions as the said Attorneys or any of them may deem fit and proper and to receive all proceeds consideration and other amounts received/realised out of such sale, lease and/or transfer and grant valid receipts and discharges which shall fully exonerate the person paying the same.
- 23. To terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire flats, offices, shops, showrooms, car parking spaces and other constructed areas/saleable spaces and/or undivided share in the land comprised in the said premises or part thereof, for and on behalf of the Principals and to deal with the space and rights of such person or persons in such manner as the said attorneys or any of them may deem fit and proper.
- 24. To ask, demand, sue for, recover, realise and collect all monies, earnest monies, considerations, premiums, rent, construction costs, deposits, advances, compensations, interests, damages, payments whatsoever etc., which are or may be due payable or recoverable from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 25. To have the flats, offices, shops, showrooms and other constructed areas in the building or buildings that may be constructed at the said premises separately assessed and mutated in the names of the buyers/lessees/purchasers thereof and in all public records and with all authorities and/or persons having jurisdiction over the said premises and to deal with such authority and/or authorities in such manner as the said attorneys or any of them may deem fit and proper.
- 26. To finalise and accept or dispute the market value of the said Premises assessed by the concerned Registrar or the concerned Collector on all agreements, deeds for sale, gift, lease and/or otherwise transfer of the flats,

offices, shops, showrooms car parking spaces and other constructed areas in the building or buildings that may be constructed at the said premises and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said attorneys or any of them.

- 27. To apply for and obtain all permissions clearances and certificates under the laws now prevailing or enacted hereafter for sale, lease or otherwise transfer of the flats, offices, shops, showrooms, car parking spaces or rights and other constructed areas or saleable spaces in the new building or buildings to be constructed at the said Premises or any portion thereof or any undivided share therein in favour of any person or persons.
- 28. To enforce any covenant in any agreement, sale deed, lease deed or any other documents of transfer executed by the Principals or by the said Attorneys or any of them by virtue of the powers hereby conferred and if any right to reenter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
- 29. To receive compensations and other moneys payable in respect of acquisition and/or requisition of the said premises or any part thereof or the building or buildings to be constructed on the said premises or any part thereof.
- 30. To take loans and/or finance from any Bank or Financial Institution (including LIC Housing Finance Limited, Housing Development Finance Corporation Limited, SBI Homes Finance Limited, National Housing Bank etc.) by mortgaging or creating charge on the said premises or on the security of entirety of the said Premises and such other securities and guarantees as may be required and to sign on all documents and to allow the persons interested in purchasing flats, offices, shops, showrooms, car parking spaces or rights and other constructed areas or saleable spaces in the new building or buildings to be constructed at the said Premises or any portion thereof or any undivided share therein to take loans from any Bank or Financial Institution.
- 31. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all, papers, documents, agreements, supplementary agreements, tripartite agreements, consents, confirmations, deeds, sale deeds, lease deeds, nominations, assignments, cancellation deeds, rectifications, deeds, declarations, affidavits, applications, undertakings, indemnities and other documents instruments and writings.
- 32. To appear and represent the Principals before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Additional District Sub Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said attorneys or any of them by virtue of all or any of the powers hereby conferred.
- 33. To appear and represent the Principals before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the said attorneys or any of them by virtue of the powers hereby conferred.

To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions and other legal proceedings and demands civil criminal or revenue concerning the revalidation renewal modification and/or alteration of the plans and/or construction of building or buildings and/or obtaining of permissions, clearances, certificates etc., and/or sale or transfer of the flats, offices, shops, showrooms, car parking spaces or rights, servants quarters and other constructed areas or saleable spaces in the new building or buildings to be constructed at the said premises and/or touching any of the matters hereinstated in which the Principals in any way or manner now are or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Municipal Tribunal, Collector, etc.

- 35. To sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding as the occasions shall require and/or as the said attorneys or any of them may think fit and proper.
- To accept notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
- 37. To receive or pay and/or deposit on behalf and account of the Principals all moneys including stamp duty, court fees, registration fees, legal fees etc.
- 38. To receive, on behalf and account of the Principals refund of the excess amount of fee or other amounts, if any, paid for the purposes hereinstated and to give valid and effectual receipts in respect thereof.
- 39. 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.
- 40. To appoint and terminate the appointment from time to time of any substitute or substitutes for exercising all or any of the authorities hereby conferred on the said attorneys and to delegate all the powers and authorities herein contained and on such substitution/delegation, it shall be deemed that the powers to the extent delegated shall be deemed to have been given directly by the Principals in favour of such substitute or delegate.

AND GENERALLY to do all acts deeds matters and things for better exercise of the authorities hereby granted in respect of the said Premises which the Principals themselves could have lawfully done under their own hands and seals, if personally present.

AND the Principals do hereby ratify and confirm and agree and undertake to ratify and confirm all and whatever, the said attorneys or any of them shall lawfully do or cause to be done in or about the premises aforesaid.

on this 18th day of Dicentur 2012.

SIGNED SEALED AND DELIVERED by the withinmentioned PRINCIPALS, at Kolkata in the presence of:

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# FORM FOR TEN FINGERPRINTS

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# Government Of West Bengal Office Of the A.D.S.R. RAJARHAT District:-North 24-Parganas

Endorsement For Deed Number: I - 01123 of 2012 (Serial No. 01198 of 2012)

#### Payment of Fees:

On 18/12/2012

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

Presented for registration at 16.25 hr's on :18/12/2012, at the Private residence by Vikash Diwan Executant.

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

Execution is admitted on 18/12/2012 by

#### 1. Vikash Diwan

Authorised Signatory, Deserve Dealers Pvt Ltd, 46 B B Ganguly St, , , P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin:-700012.

, By Profession : Business

Identified By D Pal, son of . ., P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

( Debasish Dhar ) Additional District Sub-Registrar

#### On 19/12/2012

### 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: 4, 48(g) of Indian Stamp Act 1899.

#### Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 19/12/2012

(Under Article: E = 21/- on 19/12/2012)

## 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.-23,20,28,946/-

Certified that the required stamp duty of this document is Rs.- 70 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Debasish Dhar ) Additional District Sub-Registrar

padding Stored Sub-Royles of Persons

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 2 Page from 6920 to 6931 being No 01123 for the year 2012.



(Debasish Dhar) 19-December-2012 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal