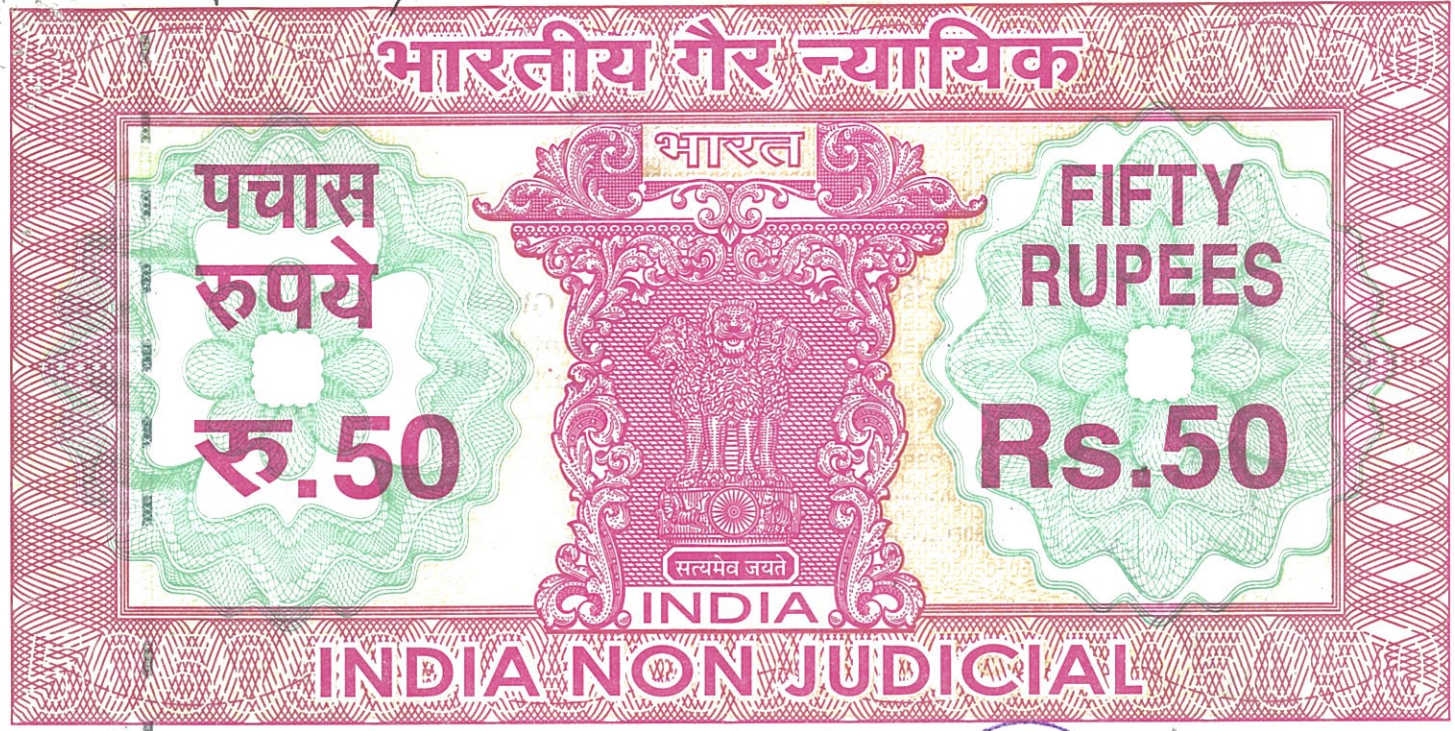


10858/14

IV

06222/14

BS Associates, Advocates



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

7/8/14

E-7
Ule-2751
G. S. ...

A.R.A. III

50k P 430223
Case - 16/11/14

Additional Registrar of Assurances-III
Kolkata

DEVELOPMENT POWER OF ATTORNEY

1. Date: 7th day of August, 2014
2. Place: Kolkata
3. Parties:
 - 3.1 **Paritosh Kumar Mukherjee**, son of Late Indubhusan Mukherjee, by occupation businessman, residing at 23A/652A, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053
 - 3.2 **Prabuddha Mukherjee**, son of Paritosh Kumar Mukherjee, by occupation businessman, residing at 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053
(collectively **Grantors**)

Toll 250
Toll 350
600

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.

Additional Registrar
of Assurances-III, Kolkata

Kolkata

12 AUG 2014

14736

No. Sold To.
Rs. Addrs
P. K. DAS
(Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87
L. No-285, RS.
Date Sign. ✓

Sujata Ghosh
Advocate
High Court Calcutta

29 APR 2014

✓ Mahesh Kumar



3947
c

✓ DHANLAXMI MERCANTILE PVT. LTD.

Mahesh Kumar
Director



3948
c

✓ Prabudha Mukherjee



3946
c

✓ Gram

Subal Mukherjee
Mukherjee Mukherjee
New Park Road
Block
652 New Park Road
Kolkata
House wife



Additional Registrar of Assurance - III
Kolkata

7 AUG 2014

And

- 3-3 **Dhanlaxmi Mercantile Private Limited**, a company incorporated under the provision of Companies Act, 1956, having its registered Office at Room No. 18, 5th Floor, 20B, British India Street, Kolkata-700069 [having **INCOME TAX PAN** AAECB6713C], being represented by director Mahesh Periwal son of Late Bijoy Kumar Periwal
(Attorney)

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Definitions

For brevity, all expressions used in this Power of Attorney shall have the same meanings ascribed to them in the Joint Development Agreement unless expressly mentioned otherwise herein to the contrary.

- 4.1 **Development Rights** shall mean to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Land and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
- i) enter upon and take possession of the Said Property as a licensee for the purpose of development and construction (including the demolition of existing building, structure etc.) of the Project in accordance with the terms of this Agreement and to remain in such possession until the Completion of the Project.
 - ii) carry on work of dismantling the existing structures on the Said Property.
 - iii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals;
 - iv) to carry out all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, septic tank storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Said Property as may be required by any Approvals, layout plan, or order of any Governmental Authority;
 - v) to launch the Project for booking and receive advance on sale of Units in respect of Second Party's Allocation by the Intending Purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the Units and related undivided interests in the Said Property comprised in the Second Party's Allocation and enter into agreements of transfer with all Intending Purchasers of the Units comprised in the Second Party's Allocation, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the Units comprised in the Second Party's Allocation on the Said Property;

- vi) execute all necessary, legal and statutory writings, agreements and documentations including, the leasing, declarations affidavits for sanction of plan, licensing or sale of the Units forming part of the Second Party's Allocation as envisaged herein and appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer of the Second Party Allocation ;
- vii) manage the Project and the Common Areas constructed upon the Said Property till completion of the Project. Also form the Association at its costs and expenses and thereafter transfer/ assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- viii) apply for and obtain any Approvals in its name or in the name of the First Party, including any temporary connections of water, electricity, drainage and sewerage in the name of the First Party, wherein necessary, for the purpose of development and construction of the Project;
- ix) generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

4.2 **Development Work** shall mean and include the carrying out of the development work of the Said Property by cutting the earth and filling the lands and erecting internal pucca roads and path ways and also providing all the required amenities including water, drainage/sewerage and electricity and further construction of Building(s) as per the Plan sanctioned by the concerned authorities and further making the Units transferable to Intending Purchasers;

4.3 **Development Agreement:** shall mean the Development Agreement dated 07/08/14, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 18, at Pages 2085 to 2123, being Deed No. 764 for the year 2014, simultaneously being executed between, the Owners of the Said Land, i.e. **Paritosh Kumar Mukherjee, Prabuddha Mukherjee and Dhanlaxmi Mercantile Private Limited.**

4.4 **Project:** shall mean carrying out the Development Work over the Land as per the Master Plan.

4.5 **Said Property** shall mean land measuring 8.68 (eight point six eight) *cottah*, more or less, situates, lying at and being Municipal Premises Nos.23A/652A and 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and described in the **Schedule** below.

5. Background

5.1 **Ownership of the Land:** The Grantors and the Attorney are the co-owner of the Said Property.

5.2 **Development Agreement:** The Grantors have entered into the Development Agreement for completion of Project, in the manner and on the terms and conditions contained in the Development Agreement.

5.3 **Powers Pursuant to Development Agreement:** In furtherance to the Development Agreement. The Developer has nominated the Attorney to receive the powers and authorities in terms of the Development Agreement and also in the foregoing paragraph herein. Hence, the Grantors are granting the following powers and authorities to the Attorney.

7. **Appointment**

7.1 **Hereby Made:** The Grantors hereby nominate, constitute and appoint the Attorney as the lawful attorney of the Grantors, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors.

8. **Powers and Authorities**

8.1 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the Project on the Said Property.

8.2 **Demolition and Construction:** To demolish the existing buildings and structures on the Land and to construct temporary sheds and godowns for storage of building materials and running of site office and to construct the Project and/or any other structure on the Land, in accordance with the Development Agreement.

8.3 **Contracts for Demolition and Construction:** In relation to such demolition and construction, to sign, execute and register any kind of contracts with any third party on terms and conditions as be deemed fit by the Attorney.

8.4 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.

8.5 **Exclusive Development Right:** To implement/ construct/ develop the Project and the Development Work as per the terms contained in the Development Right. The Grantors hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights or delay or stoppage of the Project.

8.6 **Sanction And Construction:** The Grantors herein stated that, the Attorney shall at the cost and expenses of the developer, obtain all further Sanctions & Permissions for the Project including any modifications and alterations thereto, as may be necessary and shall prepare all future applications, plans, undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Government Authority for obtainment of any Sanctions & Permissions. All detailing, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the developer and all requisite Sanctions &

Permissions for the same shall be obtained by the developer/Attorney. The Attorney/developer shall have the power and authority to finalize the Plan and/or apply for any modifications, amendment and/or alteration of the Plan.

- 8.7 **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities.
- 8.8 **Employment:** To employ architects, structural engineers, civil engineers, overseers, solicitors, advocates, chartered accountants and/or other agents as may be required for effectually discharging the powers and authorities granted herein.
- 8.9 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc. However, in this regard the Attorney must obtain prior permission from the Grantor.
- 8.10 **Outgoings:** To pay all outgoings, including municipal taxes etc. in respect of the Said Property and to collect receipts therefore.
- 8.11 **Mutation /Amalgamation Etc:** To take all necessary steps and to sign, submit and present for registration and have registered before the concerned authorities all deeds, plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, for and in connection with boundarydeclaration/mutation/amalgamation/sanction/modification/alteration/revision/re-validation of the building plans, obtaining drainage connection, water connection etc.
- 8.12 **Power to Mortgage:** To do, sign, execute and deliver all that is necessary and also to do the needful as may be necessitated by the circumstances in order to facilitate borrowing by the developer and/or the Purchaser, as the case may be. The Attorney shall be responsible to repay the loans and advances as it would from time to time obtained from lenders including Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and all interest thereon and charges related thereto. And to do, sign, execute and deliver all that is necessary and also to do the needful as may be necessitated by the circumstances in order to facilitate borrowing by the developer and/or the Purchaser.

9. Miscellaneous

- 9.1 **AND GENERALLY** to do all other acts, deeds, matters and things concerning and in respect of development of the Land and/or construction of township thereat to be carried out by the Attorney on the Land and to fully effectuate the Development Agreement, provided that nothing contained herein shall authorize the Attorney to act in contravention of the provisions of the Development Agreement and/or allow the Attorney to exceed the authority granted under the Development Agreement **AND** this general power of attorney shall be governed by the laws of India **AND, APPOINTERS HEREBY AGREE AND UNDERTAKE TO ALLOW, RATIFY AND CONFIRM** all and whatever acts, deeds, things which the Attorney shall lawfully do or cause to be done on and in respect of the Said Property and/or development of the Project and/or construction of Units thereat as aforesaid by virtue of these presents.

APPOINTERS FURTHER DECLARE that on appointment of the Attorney by this presents, Appointers shall have no authority and / or power to exercise any of the powers

vested in the said Attorney by these presents in respect of the Said Property, without the written approval of the Attorney.

**Schedule
(Said Property)**

Land measuring 8.68 (eight point six eight) *cottah*, more or less, situates, lying at and being Municipal Premises No.23A/652A and 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated in the **Plan** attached herewith and marked in colour Red thereon and the same is butted and bounded as follows:

On The North	:	By Plot Nos. 676 and 675
On The East	:	By Plot No.653
On The South	:	By Tollygunge Circular Road
On The West	:	By Plot No.651

10. Execution and Delivery

10.1 In Witness Whereof the Grantors and the Attorney have executed this Power of Attorney on the above date.

[Handwritten Signature]

(Paritosh Kumar Mukherjee)

Prabuddha Mukherjee
[Handwritten Signature]

(Prabuddha Mukherjee)

[Grantors]

Accepted:

Ushas Kumar

(Dhanlaxmi Mercantile Private Limited)

[Attorney]

Witnesses:

Signature *[Handwritten Signature]*

Name *Mukund Mukherjee*

Father's Name _____

Address *65/2, Block D New Kalyan*

Kolkata - 53

Signature *[Handwritten Signature]*

Name *বিতর - রাধাকান্ত মল্লিক*

Father's Name *শ্রী + মোহন + চন্দ্রমোহন মল্লিক*

Address *PIN-980006*

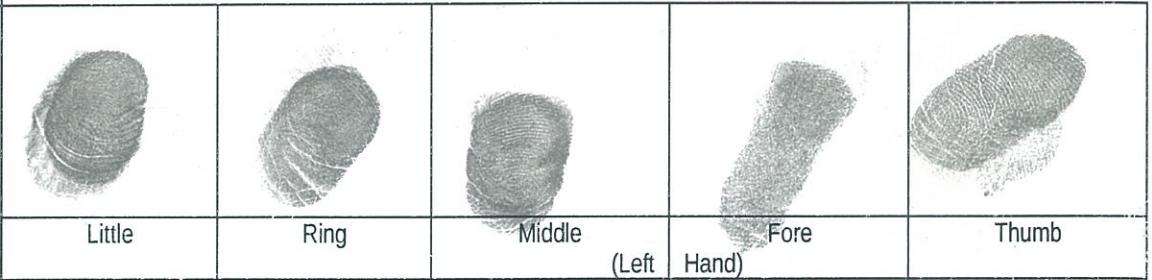
Drafted By
Sujata Ghosh, Advocate
High Court at Calcutta

SPECIMEN FORM TEN FINGER PRINTS

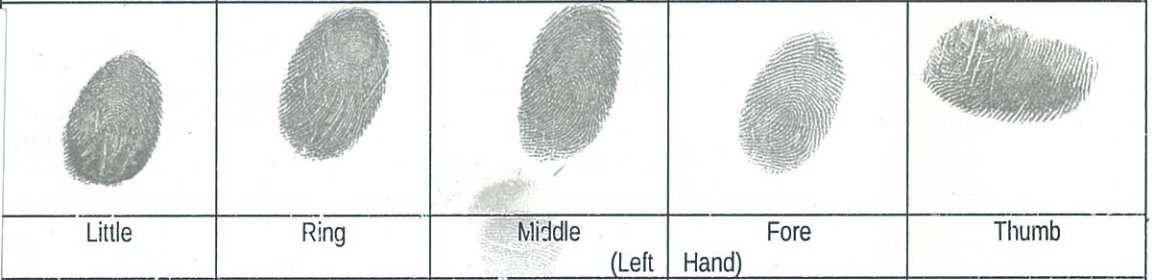
No. _____
Signature of the
executants and/or
purchaser
Presentants



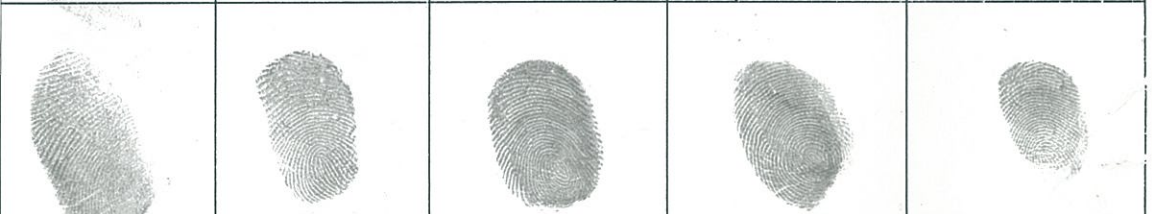
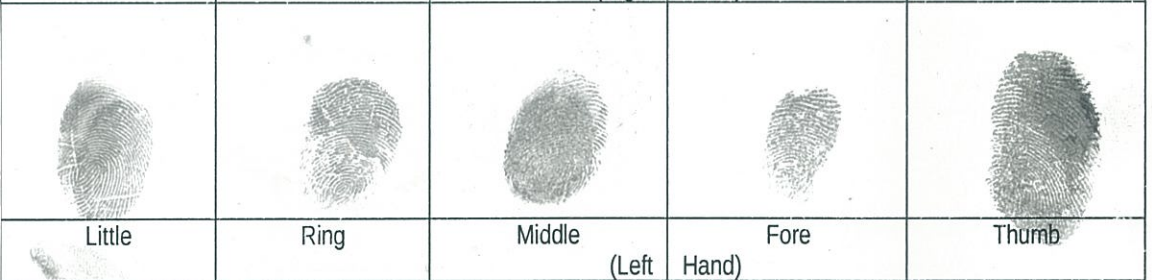
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Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 06222 of 2014
(Serial No. 10050 of 2014 and Query No. 1903L000015525 of 2014)


(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 29/08/2014

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 : 48(d) of Indian Stamp Act 1899.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance - III
Kolkata

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 06222 of 2014
(Serial No. 10050 of 2014 and Query No. 1903L000015525 of 2014)

On 07/08/2014

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

Presented for registration at 19.15 hrs on :07/08/2014, at the Private residence by Mahesh Periwal, Claimant.

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

Execution is admitted on 07/08/2014 by

1. Paritosh Kumar Mukherjee, son of Lt. Indubhusan Mukherjee , 23 A/652 A, Diamond Harbour Road, New Alipore, Kolkata, District:-, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
2. Prabuddha Mukherjee, son of Paritosh Kumar Mukherjee , 23 A/652 A, Diamond Harbour Road, New Alipore, Kolkata, District:-, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
3. Mahesh Periwal
Director, Dhanlaxmi Mercantile Private Limite4d, 20 B, British India St., Kolkata, District:-, WEST BENGAL, India, Pin :-700069.
, By Profession : Others
Identified By Mukul Mukherjee, wife of Paritosh Kr. Mukherjee, 652 Block 0, New Alipore, Kolkata, District:-, WEST BENGAL, India, , By Caste: Hindu, By Profession: House wife.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 11/08/2014

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.- /-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impresive Rs.- 50/-

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


On 12/08/2014

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 12/08/2014

(Under Article : ,E = 7/- on 12/08/2014)


Additional Registrar of Assurance - III
Kolkata


29 AUG 2014

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 11
Page from 3150 to 3161
being No 06222 for the year 2014.




(Sanatan Maity) 29-August-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal