

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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MV-3A, 31, 875

- 4 MAR 2019

Certified that the Document is submitted for Registration. The Signatures and the Stamp are correct and are a part of this Document.

General Secretary of Registrars, Kolkata

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that WE, (1) DAFFODIL TOWER PVT. LTD., a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor,

Handwritten notes and signatures in the bottom right corner.

5/1A, Hungerford Street, Kolkata-700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AACCD8389C, **(2)PANCHSREE REALTORS PVT. LTD**, a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata - 700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AAGCP7535G, **(3)SIDHIMANGAL COMPLEX PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata-700017 Police Station - Shakespeare Sarani And Post Office - Circus Avenue having PAN No.AARCS8992B, **(4)PREMKUNJ ENCLAVE PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata-700017 Police Station - Shakespeare Sarani and Post Office - Circus Avenue, having PAN No.AAGCP7534H **(5)SANKATSATHI PROPERTIES PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata-700017 Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No.AARCS8991C, **(6)SHIV PARIWAR REAL ESTATE PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street, Kolkata-700017 Police Station - Shakespeare Sarani and Post Office - Circus Avenue, having PAN No.AARCS9006Q, **(7) BRIGHTFUL RESIDENCY PVT. LTD.** a Company within the meaning of the Companies Act, 1956, having its registered Office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street Kolkata - 700017, Police Station - Shakespeare Sarani and Post Office - Circus Avenue having PAN No. AAFCB1354E. All the companies are being represented by their **Authorised Signatory, Shri Jugraj Singhi , s/o Late Hanumanmal Singhi Residing at 317, G.T. Road (North) , Belur Math, Howrah 711 202 , Police Station - Bally, Post Office - Belur , having PAN NO.AJJPS8229B, and Phone No.9831005380, hereinafter called the Executants.**

Whereas the Executants being the Co-Owners of one half share of All that piece and parcel of land measuring and containing 19.00 Decimals of Bastu land a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365 corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Garia, District- South 24 Parganas, under Rajpur Sonarpur Municipality, more fully and particularly described in the Schedule hereunder written, hereinafter referred to as the "said property", and by an Instrument of Development of even date registered in the office of the Additional Registrar of Assurance I, being deed No 1159 for the year 2019 Re:hereinafter referred to as the "said agreement", we, mentioned as the co-owners therein, have entered into an agreement for development of the said property with **Banaj Developers Private Limited**, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3rd floor, Post Office - Circus Avenue, Police Station - Shakespeare Sarani, Kolkata - 700 017, mentioned as the Developer therein, and whereas under the said agreement, the Developer therein has undertaken to develop the said property by constructing multistoried building or buildings at the said property for the consideration and on the terms and conditions mentioned therein with the allocation ratio of even date as mentioned therein and it has been agreed by us under the said agreement that for the purpose of fulfillment of the obligations of the Developer and us under the said agreement and/or for the purpose of initiating and carrying out and completing the development work at the said property and/or for completion of the purposes of the said agreement, we would execute a registered power of attorney in favour of the Developer and/or its nominee or nominees. The said Development Agreement was registered with Registrar of Assurances - I, Kolkata on 14.02.2019. In terms of the said Development Agreement of the even date, we are to execute Power of Attorney in favour of the Developer, as such we do hereby and hereunder nominate, appoint and constitute the said Developer, **BANAJ DEVELOPERS PRIVATE LIMITED**, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1A, Hungerford Street, Post Office - Circus Avenue,

Police Station - Shakespeare Sarani, Kolkata - 700 017, having PAN No.AAFCB1198L, West Bengal, as their true and lawful attorney for us, in our name and on our behalf, to do, perform and execute all or any of the following acts, deeds and things jointly or severally that is to say: -

1. To look after, manage and handle the said property in all respect for and on our behalf.
2. To pay the annual rent, rates, taxes, charges, expenses and/or all outgoings regarding the said property to the concerned B.L.&L.R.O., S.D.L.R.O. and/or D.L.R.O. and/or the concerned Municipal Authorities and/or any other competent authority or authorities for us and on our behalf and to be reimbursed to the extent as mentioned in the said Agreement.
3. To apply for and/or to look after and/or to persuade and/or do and complete all jobs including correction of Records-of-Right and/or the assessment roll relating to the said property and/or obtaining necessary sanction for construction at the said property including submission of Building Plan and obtainment of sanction thereof as also obtainment of Building Completion Certificate in the department of the concerned B.L.&L.R.O., S.D.L.R.O. and/or D.L.R.O. and/or the concerned Municipal Authorities and/or any other authority or authorities concerned and to do all jobs relating to the said property in our names.
4. To apply for to the concerned B.L.&L.R.O., S.D.L.R.O. and/or D.L.R.O. and/or any other authority or authorities concerned and to do all jobs for conversion of the nature and character of the said land as and when deemed fit and proper by the said Attorney.
5. To make, present, sign, execute and pursue for and on our behalf any application to the concerned B.L.&L.R.O., S.D.L.R.O. and/or D.L.R.O. and/or

the concerned Municipal Authorities and/or any other authority or authorities in respect of the said property and/or any part thereof.

6. To file affidavit and/or reply to any letter and/or notice issued by any person or authority regarding the said property and/or any part thereof.
7. To submit the Building Plan to the Rajpur Sonarpur Municipality and or such other municipality or authority and obtain sanction of building plan in respect of the said property and to further apply for and obtain any modification or alternations thereto from time to time and at all times hereafter.
8. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the said land.
9. To obtain delivery of the sanction plan from Rajpur Sonarpur Municipality or any other authority or authorities.
10. To apply for and obtain necessary permissions and / or approvals and / or sanctions and / or licence from any statutory authority including the Fire Brigade, South 24 Parganas Police, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 and West Bengal Housing Industry Regulation Act 2106 or rules made thereunder as well as appear and represent ourselves before the necessary authorities including the West Bengal Housing Infrastructure Development Corporation Limited, Kolkata Metropolitan Development Authority, KIT, Fire Brigade, South 24 Parganas Police, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 and Authorized Officer under the West Bengal Housing Industry Regulation Act 2016 in connection with the sanction, modification and / or alteration of plans for the new building, or taking permission in terms of the said statute, to be constructed on the above plot in respect of the above said land.

11. To apply for and obtain permission and / or license for installing and operating the lift in the proposed building.
12. To apply for and obtain clearance certificate if required, from the West Bengal Pollution Control Board for sanction of plan for proposed building on the said plot as well as obtain No objection certificate to construct in the said land or from the Ministry of Environment and Forest of the Central Government, if applicable.
13. To pay fees for obtaining sanction building plan and such other orders and permissions from the necessary authorities as be expedient for modification and / or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the said Plot and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractors for the aforesaid purposes as the said Attorney shall think, fit and proper.
14. To receive back the excess amount of fees if any paid for the purpose of sanction, modification and / or alternation of the plans to any authority or authorities.
15. To negotiate on terms for and to agree to sell/transfer and/or to enter into agreement with intending transferee or transferees including intending purchaser or purchasers for transfer of the whole of the Developer's Allocation or any part thereof for such consideration and on such terms and conditions as would be deemed fit and proper by the Developer, referred to as the Attorney herein, and to cancel any such agreement.
16. To appear before any Registering Authority and present before him for registration all such Agreements, Deeds and/or documents or instruments whatever signed and executed by us or by our said Attorney for and on our behalf in respect of the whole of the Developer's Allocation or any part

thereof, to admit the execution of the said Deed or Deeds or instruments, as may be necessary to complete the registration of such deeds or documents or instruments in the manner required by law, and to do all such acts, deeds and things which our said Attorney thinks fit and proper as fully and effectually as we could do ourselves and to receive payment of the consideration money from such Transferee or Transferees and to issue the receipts thereof and to give discharge for the same and to utilize the transfer proceeds thereof as indicated in the said Agreement.

17. To appear, prosecute, defend and to represent us in all courts and quasi-judicial authorities and before any other authority or authorities, as the case may be, including revenue and Income Tax authorities, Registration Offices, requisitioning and/or acquisitioning authorities or other appropriate authorities, and to sign, execute, verify, affirm and file plaints, written statements, petitions, applications, memorandum of appeals, written objections, vakalatnamas and likewise and to accept services of all summons, notices and other processes of law in connection with the said property and/or any part thereof and/or the Developer's and/or any part thereof and any matter relating to or arising from the claim and/or money or other monies payable in connection therewith by such requisitioning and/or acquisitioning authorities or other Government bodies.

18. To make, sign and execute all such acts, deeds and things which the said constituted attorney shall consider necessary and to enter into and to agree to such covenants and conditions as may be required for fully and effectually transfer of different flats/units/saleable or transferable spaces in building or buildings to be constructed at the said property out of the Developer's Allocation in favour of prospective transferees and settle the price of such flats/units/saleable or transferable spaces and to receive the final consideration thereof as we could do ourselves if personally present and to

appropriate such transfer proceeds in the manner as agreed under the said Agreement.

19. To receive from the intending Transferee or Transferees any earnest and/or advance money and also the balance of transfer money and to give good, valid receipt and discharge for the same.

20. Upon such receipt as aforesaid in our names and as our acts and deeds, to sign, execute, register and deliver Deed or Deeds of Conveyance or Conveyances in respect of any flat/space/unit in building or buildings at the said property or any portion thereof out of the Developer's Allocation in favour of the Transferee or Transferees concerned and/or their nominee or nominees.

21. To sign execute all such agreement deed and such instrument of transfer in favour of the transferee, present and admit the same before the appropriate registration authority for the purpose of effective transfer of the interest in any of the constructed space or area in the premises.

22. To sign and execute all such acts, deeds and things which the said constituted attorney shall consider necessary and to enter into and to agree to such covenants and conditions as may be required for fully and effectually conveying the flats/units/saleable or transferable spaces in building or buildings at the said property or any part of it out of the Developer's Allocation as we could do ourselves, if personally present.

23. To appoint, engage on our behalf pleaders, advocates and solicitors, whenever our said attorney shall deem fit and proper and to discharge and/or terminate his or their appointment.

24. To compromise, compound or withdraw cases or be non-suited, to refer to arbitration all disputes and differences in connection with the said property or any portion thereof.
25. To withdraw and receive documents or money from any office or opposite party, either in execution of decree or otherwise, and to do and perform all such acts that may be necessary in connection with any of such cases.
26. To sell, let out and/or to give on lease and/or to transfer in any manner whatsoever the flats/units/saleable or transferable spaces in the building or buildings or any part or portion thereof at the said property out of the Developer's Allocation to any person or persons, company, firms, society, organizations, institutions and/or association of persons on such terms and conditions and at and for such consideration as may be deemed fit by our attorney and to receive rents, issues receipts and deal with the tenant(s)/lessee(s)/transferee(s) in any lawful manner including initiating eviction proceedings in accordance with law.
27. To concur in doing any one or more of the acts, deeds and things hereinbefore mentioned in conjunction with any other person or persons without making us liable for any loss or damage on that account under any circumstances save as provided in the said Agreement.
28. Be it be noted that all monetary transactions made by the Attorney in terms of this present shall be on account of the Principals and all receipts or payments, if any, shall be made by the Principals from their own account.
29. Be it specifically stated that the schedule mentioned property is not situated within the Notified and Cantonment area and no embargo and/or restriction has been imposed by the local Authority / Competent Authority / Govt.

Authority for transferring the land / flat in question and if restriction prevails, in that event principal will be held responsible for that.

30. To represent us before all Government and Semi Government Offices and local bodies and/or authorities in connection with the said property and/or any part thereof and/or the building or buildings to be constructed at the said property and/or the flats/units/saleable or transferable spaces at such building or buildings until delivery of possession of the Owners' Allocation to us.

AND GENERALLY to do, execute and perform any other act, or acts, deeds or deeds, matter or things whatever which in the opinion of our said Attorney ought to be done, executed and performed in relation to the said property or our concern, engagements and business or affairs ancillary or incidental thereto as would be required to be done, performed and executed for the purpose of carrying on all or any of the work relating to development of the said property and/or to discharge all or any of the obligations of the Developer, being the Attorney herein, under the said Agreement as fully and effectually as we ourselves could do the same if we were personally present.

AND we hereby empower and authorize the Attorney to exercise all and/or any of the powers conferred upon it under these presents through any of its men, servants, agents, employees and/or nominee or nominees and/or assigns, whether jointly or severally, from time to time.

AND we hereby agree and undertake to ratify and confirm all and whatsoever our said attorney or agents appointed by our said Attorney or the persons to whom powers under these presents may be delegated by our said attorney under the Power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the Power, authorities and liberties hereby conferred upon, under and by virtue of these presents.

SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land measuring and containing 9.5 Decimals of Bastu land a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365 corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza-Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Garia, District- South 24 Parganas, under Rajpur Sonarpur Municipality, as detailed below :

Vendor No.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
1.	2446	2283/2518	365	1325	6.00 decimal
2.	2446	2283/2518	462	1325	6.00 decimal
3.	2446	2283/2518	462	1325	7.00 decimal

On the South - R.S. Dag No. 2333
On the West - R.S. Dag No. 2283/2518 (Part)
On the North - R.S. Dag No. 2283/2518 (Part)
On the East - R.S. Dag No. 2332
Or Howsoever

Vendor No.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
1.	2446	2283/2518	365	1325	6.00 decimal
2.	2446	2283/2518	462	1325	6.00 decimal
3.	2446	2283/2518	462	1325	7.00 decimal

On the South - R.S. Dag No. 2333
On the West - R.S. Dag No. 2283/2518 (Part)
On the North - R.S. Dag No. 2283/2518 (Part)
On the East - R.S. Dag No. 2332
Or Howsoever

IN WITNESS WHEREOF We put our signatures on this Power of Attorney on this the 14th day of February, 2019.

SIGNED, SEALED AND
DELIVERED in presence
of the following :

WITNESSES:

1. Borishaketu Giri
19D/H/26 Gaoabagam St.
Kad - 6

2. Sudip Demore
12, old post office St.
Kankata - 700001

For Daffodil Tower Pvt. Ltd.
For Premkunj Enclave Pvt. Ltd.
For Panchshree Realtors Pvt. Ltd.
For Sankatsathi Properties Pvt. Ltd.
For Sidhimangal Complex Pvt. Ltd.
For Brightful Residency Pvt. Ltd.
For Shivpariwar Real Estate Pvt. Ltd.

Trunghi
AUTHORISED SIGNATORY

(Signature of the Executants)

For BANAJ DEVELOPERS PRIVATE LIMITED
C.S. Katharia
Director.

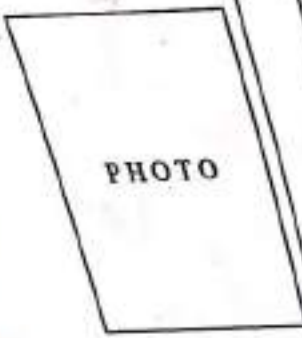
Drafted by me
Arindam Das
Advocate
at Calcutta High Court
F/144/2012

Signature with seal of the Constituted Attorney

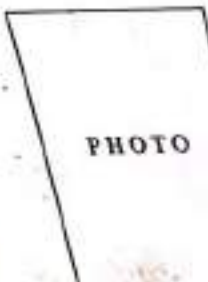
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Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

DATED THIS 18th DAY OF February, 2019.

BY
DAFFODIL TOWER PVT. LTD. & Crs.
TO
ATTORNEY
BANAJ DEVELOPERS PRIVATE LIMITED

POWER OF ATTORNEY

I.C. SANCHETI & CO.,
SOLICITORS & ADVOCATES,
12, OLD POST OFFICE STREET,
2ND FLOOR,
KOLKATA-700 001