

14454/14

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

G. J. Ober

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28/11/14
A.R.A. III
Additional Registrar of Assurances-III
Kolkata

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.

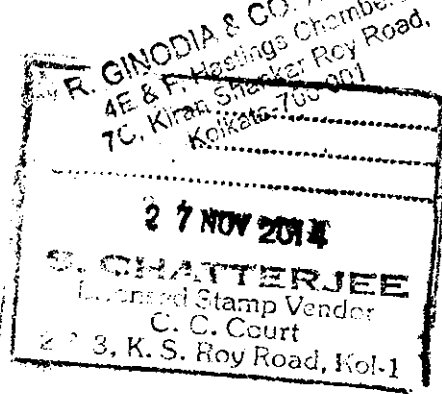
Additional Registrar
of Assurances-III, Kolkata

Additional Registrar of Assurance
Kolkata

28 NOV 2014

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, RASIKA
MERCHANDISE PRIVATE LIMITED, a company incorporated under the
Companies Act, 1956, having its registered office at 5, JBS Halden Avenue, 2nd Floor,
Room no. S-2, Police Station Pragati Maidan, Kolkata 700 105 and Income Tax
Permanent Account No. AACCR8173N, represented by its director Mr. Piyush Dhoot
and hereinafter referred to as "the APPOINTOR" SEND GREETINGS -

27 NOV 2014



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Gurusankar
870 Kamalan Kanta Road
7C K. S. Roy Road P
Kolkata-1
Sennil

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A. The Appointor is the lawful owner of ALL THAT the piece and parcel of land measuring about 253 cottahs and 6 chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and morefully described in the **Schedule** written hereunder and hereinafter referred to as the "**said Property**".

B. The Appointor has granted development rights in respect of the said Property to Dhoot Realtors Private Limited (hereinafter referred to as "**the Developer**") on the terms and conditions recorded in a Development Agreement dated 31st March, 2014 (hereinafter referred to as "**the Development Agreement**") and registered at the office of the Additional Registrar of Assurances - II, Kolkata Being No. 14456 for the year 2014. The Appointor has obtained at its own costs sanction of a Building Plan from Kamarhati Municipality ("**Sanctioned Plan**") for construction of 5(five) new buildings comprised in 2(two) blocks for residential and commercial use ("**New Buildings**") and the saleable constructed spaces/apartments/flats and other rights in such buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The Appointor and the Developer have already demarcated their respective allocations in the New Buildings as mentioned in Clauses 11.1 and 11.2 of the Development Agreement. The Owner's Allocation (i.e. the Appointor's Allocation) and the Developer's Allocation shall be transferable in favour of the Transferees.

C. Under the Development Agreement the Appointor is required to grant a Power of Attorney in favour of the Developer and/or its nominees and this Power of Attorney is being granted in terms thereof for facilitating the development and construction of the Project and sale of the Developer's Allocation by the Developer.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, the Appointor herein do hereby nominate, constitute and appoint (1) **DHOOT REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 5, JBS Halden Avenue, 2nd Floor, Room no. S-2, Police Station Pragati Maidan, Kolkata 700 105 acting through any of its Directors /authorized representatives (2) **SHYAM SUNDER MALANI** son of Shri Balkishan Malani of Flat 18A, Block 2, Silver Spring, 5 J. B. S. Halden Avenue, Kolkata – 700105 hereinafter referred to as "**the said Attorneys**" to be our true and lawful Attorneys for us and in our name and on our behalf to jointly and/or severally act and/or do, perform, exercise and execute or cause to be done, performed, exercised and executed the following acts, deeds, matters and things relating to the said Property and to exercise all or any of the following powers and authorities relating to the Project and/or the development and construction of the Project and sale of the Developer's Allocation by the Developer:

1. To look after, manage and protect the said Property and the possession thereof and for the said purpose to appear and represent us before all government departments, relevant authorities, bodies, entities, officers, etc. ("**Authorities**") in respect of the said Property and the Project and to take all steps and do all acts, deeds, matters and things as the said Attorneys shall think fit and proper.




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3. To have the land comprised in the said Property to be surveyed and the soil tested and for the aforesaid purpose to do all other acts deeds and things as may be necessary and/or required.
4. To deposit and/or pay any fees, charges, expenses etc. relating to the said Property and/or the Project to any authority or body including the Kamarhati Municipality and to withdraw fees, and documents and receive refund of the excess amount, if any, paid to such authority or body and to give valid receipts and discharges thereof.
5. To sign, execute and if necessary register the deeds, documents and papers for creating mortgage/charge over the said Property or any portion thereof in favour of the Financier for raising of the Project Finance by the Developer in terms of the Development Agreement and to deposit the Original Title Documents of the said Property with the Financier as security for the same Provided However that the Financier shall not have any right or lien in respect of the Owner's Allocation and provided further that the Appointor shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same
6. To appoint Engineers, Architects, Contractors, Sub-Contractors and other Consultants, etc. for the Project as the said Attorneys shall think fit and proper and to make payment of their fees and charges.
7. To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.
8. To take all steps and to do all acts, deeds, matters and things that may be necessary or required for enabling the Developer to construct, complete the New Buildings and sell the Developer's Allocation in terms of the Development Agreement
9. To construct and complete the New Buildings according to the sanctioned building plan and to take all steps regarding the same.
10. To take all steps for development on the said Property, for construction, completion and marketing of the New Buildings thereon, and sales and transfer of the Developer's Allocation in terms of the Development Agreement including any addition, amendment, modification and/or alteration thereof.
11. To apply for and obtain all necessary utility and other connections (temporary or permanent) from the Authorities relating to the said Property or any portion thereof including those relating to electrical, sewerage, drainage, water, telephone, gas, lift and other utility connections from the respective relevant authorities and/or for making alterations therein and for the said purposes to appear and represent the Appointor and to do and perform all acts, deeds, matters and things and to prepare, sign, execute, verify, affirm and submit all maps, plans, applications, letters, communications, documents, petitions, affidavits, papers and

writings for, and on behalf of and in the name of the Appointor as may be deemed necessary by the said Attorneys from time to time.

12. To appear and represent the Appointor before the Kamarhati Municipality, Building Tribunal and other authorities concerned regarding any notice received or served in respect of the said Property and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Appointor before the authorities concerned.
13. To appear and represent the Appointor in all matters relating to the said Property and/or the Project before the Authorities including the Kamarhati Municipality (including its Survey, Drainage, Water and other Departments), Kolkata Metropolitan Development Authority, Fire Services Department, West Bengal Police, WBSEB etc. and for such purposes to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.
14. To make payment of all rates, taxes, revenues, statutory dues, charges, expenses and other outgoings whatsoever payable in respect of the said Property or any part thereof to the Kamarhati Municipality and/or any other authority or authorities and for that purpose to sign execute and submit all papers, statements, etc. as may be required.
15. To appear and represent the Appointor relating to the said Property before the Authorities including the concerned departments and officers of Kamarhati Municipality for all purposes relating to the said property including fixation, finalization, revaluation and/or assessment of the annual valuation of the said Property and/or the municipal taxes and/or land revenue and for such purposes to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorneys may deem fit and proper.
16. To accept receive sign and acknowledge all notices and service of papers from any Court, Tribunal, Postal Authorities and/or other authorities and/or persons and also all registered or insured letters parcels etc. relating to the said Property.
17. To issue letters and/or notices to such persons and entities as may be deemed necessary by the said Attorneys and to file, institute, commence, continue, prosecute, enforce, be added as a party to, defend, conduct, answer, oppose, contest and continue all suits, actions, arbitration proceedings and other legal proceedings concerning the said Property as may be deemed necessary by the said Attorneys in the Union of India in any Court of law or before any Arbitral Tribunal or before any authority, Civil, Criminal or Revenue, both original and appellate, and to appear and fully represent the Appointor before all magistrates and other officers and to give evidence and tender and file documents, and to compromise, settle, refer to arbitration, abandon, submit to judgment, discontinue or become non-suited in any such suit action or proceeding and to take all such steps and to sign, verify, declare, affirm, execute, make and file all Vakalatnamas, Plaints, Written Statements, Statements of Claim, Counter Statements, petitions, affidavits, Memoranda of Appeals, accounts, inventories, applications and other pleadings, documents and papers that may be necessary, to prefer appeals and to

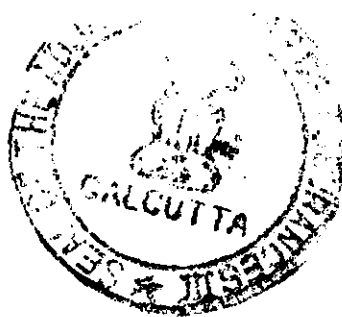


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apply for reviews, revisions, execution of decrees, orders awards, to draw moneys from any Court, Accountant General, Official Receiver, Receivers, Liquidator and/or other authorities and to give effectual receipts and discharges for the same, to accept service of Writ of Summons, subpoenas, summons, notices and other legal processes and generally to completely represent the Appointor and act on its behalf before all Courts, magistrates and other judicial and/or criminal and/or revenue and other authorities in the Union of India relating to the said Property or any portion thereof and/or or required for the Project.

18. To compromise and/or settle any dispute and/or legal proceeding concerning or relating to the said Property or any portion thereof and/or the Project as may be deemed necessary by the said Attorneys.
19. To deal with and / or dispose of all saleable spaces in the New Buildings comprised in the Developers Allocation or any portion thereof in any manner whatsoever and to take all steps for transfer of all saleable spaces in the New Buildings in the Developers Allocation including the undivided proportionate share in land in respect thereof in favour of the intending Purchasers in accordance with the terms and conditions recorded in the Development Agreement.
20. To ask, demand, sue for, receive, recover, realize and collect all money or monies that may be receivable as and by way of sale considerations, advances, part payments, construction costs, deposits, payments, compensations, interests, damages, electricity charges, municipal rates and taxes, service and maintenance charges and all other sum or sums relating to the Developers Allocation which are or may be due or payable by or recoverable from any person or persons or authority or authorities relating to or on account of all or any of saleable spaces in the New Buildings comprised in the Developers Allocation including in respect of the undivided proportionate share in land in respect thereof by getting cheques issued by the intending purchasers/transferees/lessees directly in the name of the Developer and/or receiving cash and making over the same to the Developer who shall deal with the same in the manner contained in Development Agreement.
21. To issue and deliver valid and effectual receipts and discharges on behalf of the Appointor for all monies and consideration in respect of all saleable spaces in the New Buildings comprised in the Developers Allocation and to make over all such monies and consideration to the Developer.
22. To sign, execute and if necessary, register all agreements and deeds, including Agreements for Sale/Transfer and Deeds of Conveyance/Transfer relating to all saleable spaces in the New Buildings comprised in the Developers Allocation or any portion thereof and the undivided proportionate share in land in respect thereof in favour of the intending Purchasers, and for such purpose to appear before the relevant authorities having jurisdiction including the Notary Public, Registrar, District Registrar, Sub-Registrar, Joint Sub-Registrar, Registrar of Assurances, and to appear and represent the Appointor before the said authorities at all times as may be necessary and to present documents and to admit the execution of the said agreement and deeds, documents as well as to admit the receipt of consideration on behalf of the Appointor and to take all necessary steps to do all necessary acts, deeds, matters and things including preparing, filling up,



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completing, signing and submitting all papers, documents, forms, declarations, statements, memo of consideration and writings to be submitted at the time of registration of the said agreements and deeds which may be required for fully, properly and effectually selling, transferring conveying or otherwise disposing of all saleable spaces in the New Buildings comprised in the Developers Allocation with undivided proportionate share in land in favour of the intending purchasers/transferees and for getting the relevant deeds and, agreements in respect thereof duly and properly registered under the Indian Registration Act, 1908, if necessary.

23. To terminate at the directions of the Developer any of the aforesaid contracts or agreements with any person or persons and to deal with the relevant spaces and rights of such person or persons in such manner as the Developer may deem fit and proper.
24. For better and more effectually exercising all or any of the powers and authorities herein granted, to retain, appoint and employ Advocates, Solicitors, lawyers etc. relating to the said Property and/or the Project and to pay their fees and costs.
25. To pay, incur and deposit such sum or sums of money for any of the purposes mentioned herein relating to the said Property as the said Attorneys may deem fit and proper including Court fees, stamp and registration fees, other fees etc., and to receive refunds thereof and to grant valid receipts and discharges in respect thereof.
26. For all or any of the purposes hereinbefore stated to appear and fully represent the Appointor in relation to the said Property and/or any portion thereof before all concerned authorities and officials, Central and State Government Departments and/or its officers and also all other State Executive Judicial or Quasi Judicial, Municipal and other authorities bodies or persons and also all Courts and Tribunals having jurisdiction and to sign, execute and submit all papers, deeds, agreements, declarations, maps, plans, documents etc. relating to the said Property.
27. For all and/or any of the purposes mentioned and/or intended herein, to sign, execute, verify and/or affirm for and on behalf of and in the name of the Appointor all maps, plans, applications, letters, communications, undertakings, indemnities, declarations, assurances, agreements, deeds, documents, papers, writings and pleadings as may be deemed necessary by the said Attorneys.
28. For all or any of the purposes mentioned and/or intended herein, to represent the Appointor and to do all acts, deeds, things and matters concerning or connected with or touching or relating to the same and/or the said Property and/or the Project and/or ancillary and/or incidental thereto.
29. In general to do all other acts deeds matters and things whether specified or not, for us in our name and on our behalf relating to the said Property as the said Attorneys or any of them shall think fit and proper as amply and effectually and to all intents and purposes as we could do notwithstanding no express power or authority in that behalf being herein provided.



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AND it is expressly made clear that the terms that have not been defined herein shall have the same meaning as defined in the Development Agreement.

AND it is expressly made clear that all the powers and authorities granted hereby can be exercised by any one of the said Attorneys and it shall not be necessary for all of them to act jointly.

AND it is further made clear that the powers and authorities hereby given and granted to and conferred upon our said Attorneys, shall in case of the first named Attorney being Dhoot Realtors Private Limited be available for exercise and may be exercised by any director, officer or authorized representative of the said first named Attorney who may be authorized by its Directors from time to time.

AND notwithstanding anything to the contrary contained in the Development Agreement and/or this Power of Attorney, it is expressly made clear that the respective responsibilities, obligations and rights of the Appointor (in its capacity as the owner of the said Property) and the Developer shall continue to be as per Development Agreement.

AND We do hereby ratify and confirm and agree and undertake to ratify and confirm all the acts, deeds, matters, things, powers and authorities that the said Attorneys shall do, execute, perform and/or exercise or cause to be done, executed, performed and/or exercised by virtue of these presents and/or in exercise of the powers and authorities hereunder conferred upon and/or intended in favour of the said Attorneys and the same shall be binding upon us in the same manner as if the same were done by us.

AND the said Attorneys have accepted the powers and authorities conferred on them by these presents and in acknowledgement thereof they have signed at the end of these presents.

THE SCHEDULE ABOVE REFERRED TO :

("the said Property")

ALL THAT the piece and parcel of land measuring about 253 cottahs and 6 chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and butted and bounded in the manner following that is to say :-

On the North	:	By Prasad Nagar Housing Complex, being premises No. 27, Barrackpore Trunk Road;
On the East	:	Partly by Barrackpore Trunk Road and partly by premises No. 24, Barrackpore Trunk Road;
On the South	:	Partly by vacant portion of 26, Barrackpore Trunk Road and partly by vacant land; and
On the West	:	Partly by Municipal Lane and partly by premises No. 24, Barrackpore Trunk Road.



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OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

IN WITNESS WHEREOF the Appointor has executed these presents this 28th day of ~~November~~ two thousand and fourteen

SIGNED AND DELIVERED by
the within-named APPOINTOR at
Kolkata in the presence of:

Soumya Ghosh
7C, K.S. Roy Road
Kolkata - 700 001

Dulajin Bhattacharya
7C K.S. Roy Road
Kolkata - 700 001

Power accepted by us individually

For Rasika Merchandise Pvt. Ltd.

Soumya Ghosh
Director / Authorised Signatory

For DHOOT REALTORS PRIVATE LIMITED

Shyam Sunder Malani
Director/Authorised Signatory

(Dhoot Realtors Private Limited)

(SHYAM SUNDER MALANI)

Shyam Sunder Malani

(Shyam Sunder Malani)

Prepared by :

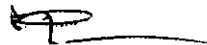
Dulajin Bhattacharya

R. Ginodia & Co.

7C, Kiran Shankar Roy Road

Kolkata - 700 001.





Additional Registrar of Assurance - III
Kolkata



28 NOV 2011









Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 14454 / 2014, Deed No. (Book - IV , 08291/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Piyush Dhoot 5, J B S Halden Avenue, P. S. - Pragati Maidan, Kolkata, District:-, WEST BENGAL, India, Pin :-700105	 28/11/2014	 LTI 28/11/2014	<i>Piyush Dhoot</i> 28/11/2014

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Piyush Dhoot Address -5, J B S Halden Avenue, P. S. - Pragati Maidan, Kolkata, District:-, WEST BENGAL, India, Pin :-700105	Self	 28/11/2014	 LTI 28/11/2014	<i>Piyush Dhoot</i>
2	Shyam Sunder Malani Address -5 J B S Halden Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700105	Self	 28/11/2014	 LTI 28/11/2014	<i>Shalam</i>

Name of Identifier of above Person(s)

Gouri Shanker Rana
7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata,
Thana:-Hare Street, District:-Kolkata, WEST BENGAL,
India, Pin :-700001

Signature of Identifier with Date

Gouri Shanker Rana
28/11/2014


Additional Registrar of Assurance - III
Kolkata
(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA





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

Endorsement For Deed Number : IV - 08291 of 2014
(Serial No. 14454 of 2014 and Query No. 1903L000022621 of 2014)

On 28/11/2014

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.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 28/11/2014

(Under Article : ,E = 7/- on 28/11/2014)

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/-

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

Presented for registration at 13.30 hrs on :28/11/2014, at the Office of the A.R.A. - III KOLKATA by Piyush Dhoot ,Executant.

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

Execution is admitted on 28/11/2014 by

1. Piyush Dhoot
Director, Rasika Merchandise Private Limited, 5 J B S Halden Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700105.
, By Profession : Others
2. Shyam Sunder Malani
Authorised Signatory, Dhoot Realtors Private Limited, 5 J B S Halden Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700105.
, By Profession : Others

Identified By Gouri Shanker Rana, son of K. K. Rana, 7 C, Kiron Sankar Roy Road(Hastings Street), Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Others.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrar of Assurance - III
Kolkata


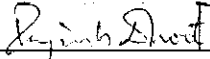

















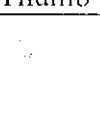

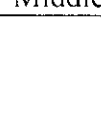

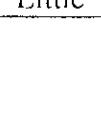
(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

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Endorsement Page 1 of 1



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
	 	(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature :				
	 	(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature :				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
		Signature :				

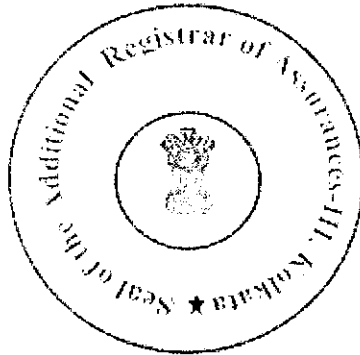


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Kolkata

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 15
Page from 3929 to 3941
being No 08291 for the year 2014.





{Sanatan Maity} 01-December-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

DATED THIS 28th DAY OF NOVEMBER 2014

FROM

RASIKA MERCHANDISE PRIVATE LIMITED

TO

DHOOT REALTORS PRIVATE LIMITED & OR

POWER OF ATTORNEY

R. Ginodia & Co.
Advocate
7C, Kiran Shankar Roy Road
Kolkata- 700 001.