S1. No.

20

.0F-199

Shri Dilip Kumar Basu, B.Sc., LL.B.

NOTARY /an OATH COMMISSIONER /an OSCIOCE OF THE GOVERNMENT, CALCUTTA & 24-PAHGANAD. GOVERNMENT OF WEST BENGAL, INDIA.

PROFESSIONAL ADDRESS
Chief Metropolitan Magistrati
Court.
2, Bankshall Street.
Calcutta-700 001

Nutarial Certificate

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I SHRI DILIP KUMAR BASU duly appointed by the Government of West Bengal as a NOTARY being authorised to practise as such subject to the provisions of the Notaries Act, 1952 (53 of 1952) and the Notaries Rules, 1956, made there under in and throughout Calcutta and the District of 24-Parganas in the State of West Bengal within the Union of India do hereby verify, authenticate, certify attest as under the execution of the instrument annexed hereto collectively marked "A" on its executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me by Executant'(s).

Accordingly this is to certify, authenticate verify and attest that the annexed instrument "A" is the original.

executed by Sugar Pork of 2/5. Sant -

and an other'(s) as per the same.

PRIME FACIE the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs or occations shall or my require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY, I, the said Notary do hereby subscribe my hand and affix my seal of office at Calcutta on this the

DILIP KUMAR BASU

Calcutta & 24-Parganas.

Government of West Bengal. Registration No. 18/1994 Chief Metropolitan magistrate's court

2, Bankshall Street Calcutta-700 001

NOTARIAL STAMP







পশ্চিম্ববঙ্গ पश्चिम बंगाल WEST BENGAL



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, ASANSOL - DURGAPUR DEVELOPMENT AUTHORITY (ADDA) having its office at Asansol Highway Sub-Division Compound (Behind Asansol Girls College), P.O. Asansol, Pin-713304, District Burdwan SEND GREETINGS:

WHEREAS:

A. By a Memorandum of Understanding dated

7 Tour 2007 Asansol Durgapur Development Authority

(ADDA) have engaged SUGAM PARK as the Developer therein referred

1 PROPERTY OF THE PROPERTY OF





INDIA NON JUDICIAL

পশ্চিম্মবঙ্গ पश्चिम बंगाल WEST BENGAL



to as the party of the Second Part for the development of a scheme (Project) on 30.094 acres of land described in the Schedule hereunder written.

ADDA is further desirous of granting the necessary powers and authorities to the Sugam Park interalia for the purpose of smooth, effective and speedy development of the Project to be had upon the entire piece and parcel of land containing an area of 30.094 Acres, as per the terms laid down in the Memorandum of Understanding dated

共和国的人国际总际企业 221年的

В.

Pope, Mar. 12/160 Pope, Mar. 12/160 O.M. 15's Green Installe Caron. December Trop:

2

1 1 JUN 2007

NOW KNOW YE BY THESE PRESENTS that we, the said ADDA, do hereby nominate, constitute and appoint the said SUGAM PARK, an Association of Darrone having its Office at 2/5. Sarat Bose Road, Sukh Sagar, Unit 1F, Kolkata -700 020 as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and perform or any of the following acts, deeds, matters and things as mentioned hereinafter

- To receive permissive possession of the Land from the authority and 1. hold, manage and maintain such permissive possession for the purpose of execution of the development scheme and/or construction of the project in accordance with the terms and conditions contained in the said Memorandum of Understanding.
- To enter into hold and defend permissive possession of the Land and every part thereof and also to manage maintain and administer the Land and all buildings and constructions to be constructed thereon and every part thereof.
- To have the said Land developed by construction and development of the project as per the scheme and other Infrastructural facilities and/or structures thereon in accordance with the approved plan for the said purpose, to do soil testing excavation and all other works.
- To raise necessary finance for execution of the Project including finance from banks, financial Institutions, private parties and such other authority or authorities for development of the Land by construction of the

1000年 1001年 त्तार व्याधिक व्याधिक

Durgapor Development Authority, to create more of financial institutions over the Land and/or the Complex in favour of financial institutions and/or Banks and/or other bodies, provided however that the company of the shall repay such liabilities at the earliest opportunity and shall at all times shall repay such liabilities at the earliest opportunity and shall at all times the particle of the saved and harmless against any claims loss or damages that the authority may have to face in relation to or arising out of such mortgage.

- Municipal Corporation, West Bengal Fire Services Authority, Municipal Engineering Department, Govt. of West Bengal, Chief Electrical Inspector (Govt. of West Bengal), BL&LRO Department, West Bengal Pollution Control Board, and/or any other authorities and Competent Courts and Police, in connection with the sanction and obtaining the requisite clearances for the execution of the Scheme and construction of the said project.
- 6. To apply for and obtain such permissions, as be necessary for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or subcontractors for the purpose of construction of the said Project.
- To apply for and obtain connections for electricity, water, gas, sewage and drainage and other connections of any other utilities permits for lifts and

903 903 4

SEAR SA SE SASSA

Sont of Word Become Bogo, Bo. 16/1604 In the State Board also the completion and other certificates from the Municipality and of other authorities.

- and cause preparation of Building Plans and to sign and submits the building plans, papers documents, undertakings, affidavits, declarations as may be required for the sanction and execution of the project and to appear before the Asansol Municipal Corporation and other authorities and Government Departments and/or Officers and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the sanction, development and construction of the said Project and/or buildings on the schedule Land and connections of utilities and in connection therewith, and to sign all papers and documents in this regard.
 - To warn off and prohibit any trespasser on the Land or any parts thereof
 and to take appropriate steps, whether by legal action or otherwise.
 - 10. To negotiate, for lease and/or allotment of the structures of various descriptions or portions thereof together with the rights appurtenant thereto and to enter into agreements, with such purchasers and/or other persons for this purpose containing such provisions and within the framework of the covenants as provided for in the Said Memorandum of Understanding and to receive earnest moneys and/or full

Try.

5

CEAS BACO BASO COAS ROW IS AND COAS ROW IS AND COLUI - SELEGO

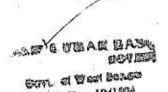
€ 1UN 2007

premium/consideration there under and also to fulfill and enforce mutual

- agreements and/or admit and execution thereof and get such documents duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, returns, confirmations, consents and other documents as may in any way be required to be so done for and in connection with the development and provisional allotment of the land or any part thereof and/or premises/unit to receive premium/consideration, rents, service charges, taxes and other amounts therefore and grant valid receipt and discharges for the same. The authority will execute and register lease deed/all necessary documents for leasehold interest of the said land/units/premises.
 - 12. To appear before Notary Publics, District Registrars, Sub-Registrars,
 Registrar of Assurances, Metropolitan and all other Officer or Officers and
 authority or authorities as contained herein and/or as required in terms of
 the said Memorandum of Understanding.
 - 13. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any



6



Court, Civil, Criminal or Revenue, including Rent Controller and Small Cases Court in connection with the development scheme and/or construction of the project as provided in the same measure of Understanding and particularly to protect and safeguard the interest of Asansol Durgapur Development Authority and to sign all Vakalatnamass. Plaints, petitions, memos to appeal and/or appeals and other papers and documents in this regard.

- 14. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 15. To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
- 16. After execution of the Scheme and construction of the Project, to sign and submit all papers, applications and documents for having the separation, amalgamation and mutation done in all public records and with all authorities and/or persons, including the Municipality and if necessary to deal with such authority and authorities in respect of the land, and if necessary, to deal with such authority and authorities in any manner to have such separation, amalgamation and mutation effected.
 - 17. To pay all outgoings, including Municipal Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the said Land and



7



receive refunds and other moneys, including compensation of any natu

and to grant valid receipt and/ or discharge unercione.

18. To give undertakings, assurance and indemnities, as be require purposes aforesaid.

- 19. To appear and represent the Authority before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.
- 20. And to grant NOC to the individual allottees for the purpose of obtaining of housing and/or commercial loan from the institutions and banks and/or any other authorities for the purpose of obtaining of units in the said project.
 - 21. That this POWER OF ATTORNEY will automatically cease to operate after completion of the project in all respects.
 - 22. The Power hereby granted by the authority is specifically for the purpose of development of the land scheduled herein below.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done in or about the aforesaid premises, so long as the Memorandum of Understanding is valid and subsisting.

the

8

ecan banto das

Bort. el West Bease Boge, Bo. 1811es On the East

By Dhadka Road and Ravati land by R.S. Bing

Nos. 367, 1309, 1310, 1311, 1312, as per R

On the West

By O. K. Road;

IN WITNESS WHEREOF, we have executed these presents on this _

June 2007.

SIGNED AND DELIVERED by the

Chief Executive Officer of the Asansol

Durgapur Development Authority

In presence of

Asstt. Executive Officer Asansol Durgapur Dev. Authority

Special Officer Urban Dev. (T & CP) Deptt. Government of West Bengal And Chief Executive Officer, ADDA

Maper I soud

SHOOT IS WASH TOP

Receive

For SUGAM PARK

Authorised Signatory

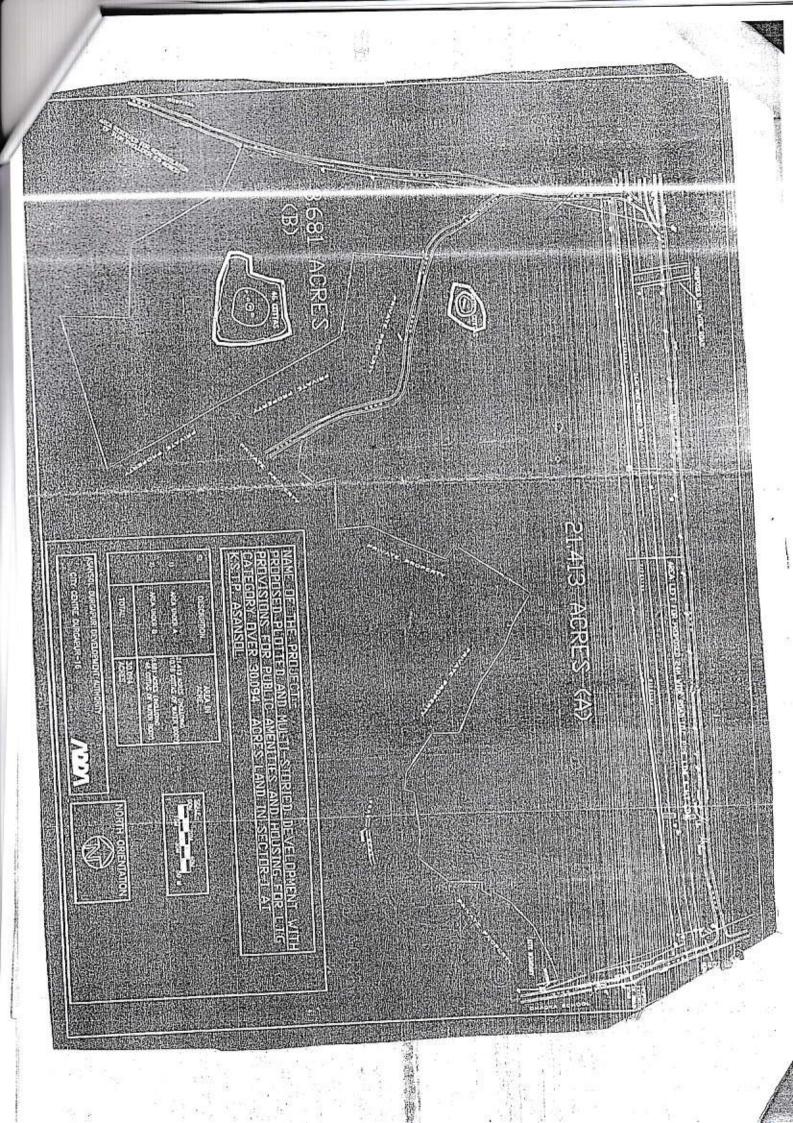
tommes by th

cavecate, Regd. No 284

STIESTED BY ES SE

DILIP KUMAR BASO Molary, Govi, of West Bengal 4agd No.-18/1994, C.M.M's Cour Rent chell Street, Kolkala- Johog

CAN SUZAR BAY Berow of Brasi Boasses those, 182. - 1841684



Dated this 1 day of June 2007

Asansol - Durgapur Development Authority

To

SUGAM PARK

POWER OF ATTORNEY