

9197/16

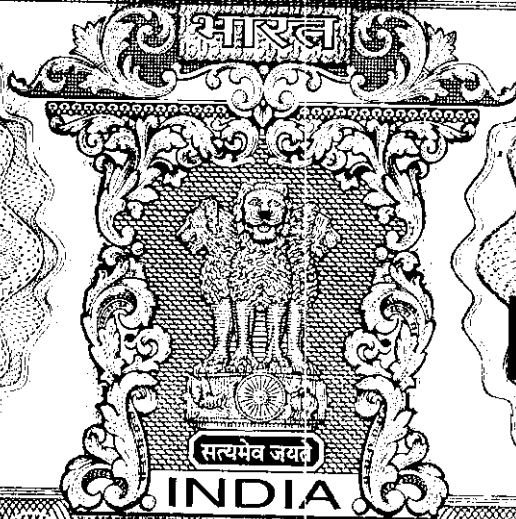
vide

IV

05681/16

# भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A. 50  
III

T 708878

12-000  
14/09/16  
337630/16  
Additional Registrar of Assurance - II  
Kolkata  
14 SEP 2016

Bill  
0102401  
G.P.O.

Notified that the... admitted to  
Registration... and the  
endorsement... are the parties...

*[Signature]*  
Additional Registrar  
of Assurance - II, Kolkata

### POWER OF ATTORNEY

1. Date: 14<sup>th</sup> Sep. 2016
2. Place: Kolkata
3. Parties

3.1 PUSHPAK COMMERCIAL COMPANY LIMITED, a Company within the meaning of the Companies Act, 1956 having its Registered Office situated at 135, Biplabi Rashbehari Basu Road, Kolkata - 700 001, represented by its Director Shri GAURAV BHUWALKA, son of Mr. Ashok Kumar Bhuwalka, working for gain at 135, Biplab Rashbehari Basu Road, Kolkata - 700001, Post Office - Kolkata GPO, Police Station - Hare Street

(Grantor)

And

3.2 PS GROUP REALTY LIMITED, a Company within the meaning of the Companies Act, 1956 having its Registered Office situated at 83 Topsia Road (S), P.S. Topsia, Kolkata - 700046, represented by its Director Shri Arun Kumar Sancheti, son of Sumermal Sancheti, working for gain at 83 Topsia Road (S), P.S. Topsia, Kolkata - 700046,

3.3 GAURAV DUGAR, son of Surendra Kumar Dugar, working for gain at 83 Topsia Road (S), P.S. Topsia, Kolkata - 700046, Police Station Topsia, being the authorized representative of PS Group Realty Limited, a Company within the meaning of the Companies Act, 1956 having its Registered Office situated at 83 Topsia Road (S), P.S. Topsia, Kolkata - 700046

(collectively Attorneys).

#### NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

#### 4. Background

4.1 **Ownership of Said Property:** The Grantor is the owner of land measuring 1 Bigha 18 Cottah 11 Chittacks 14 sq.ft, more or less together with structures and dwelling units erected thereon, situate, lying at and being Municipal Premises No. 7 Loudon Street (now known as Dr. U. N. Brahmachari Street), P.S. Shakespeare Sarani, Kolkata - 700 017, within the limits of Ward No.63 of the Kolkata Municipal Corporation, District South 24 Parganas, described in the Schedule below (Said Property).

4.2 **Said Project:** The Grantor has decided to develop the Said Property by construction of new building (new building) on the Said Property and the Grantor has further decided to grant power to the developer to sell and/or transfer the Developer's Allocation in the Said Buildings (the development and the sale of Developer's Allocation, collectively Said Project).

4.3 **Development Agreement:** By an Agreement dated 14th September 2016, registered in the Office of the AKA-11, Kolkata, Reg No 3780/16 (Development Agreement), the Grantor has appointed the Attorneys as the developer of the Said Property

for development of the new Building, in the manner and on the terms and conditions contained in the Development Agreement.

4.4 **Building Plans:** The Grantor will require the building plans to be sanctioned and/or modified/alterd (Building Plans) by the Kolkata Municipal Corporation and other statutory authorities including but not limited to Traffic Department, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, Calcutta Electric Supply Corporation Limited (collectively Other Authorities).

4.5 **Reason for Granting of Powers:** Under Clause 11.1 of the Development Agreement, it has been agreed that the Grantor shall grant a Power of Attorney to the Attorneys for (1) causing sanctioned/revalidated/modified/alterd by the Kolkata Municipal Corporation and Other Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building (2) doing all things needful for construction and development of the Said Property by construction of the New Building and (3) booking and sell, under-let, assign and/or transfer of the Developer's Allocation (Units) in the New Building to prospective purchasers/transferees after sanction of the building plan only (collectively Transferees) in terms of the Development Agreement. Accordingly, the Grantors are granting certain powers and authorities to the Attorneys, by this Power of Attorney.

## 5. Subject Matter of Power of Attorney

5.1 **Sanction of Building Plans:** Powers and authorities for causing sanction of the Building Plans and ancillary activities incidental thereto.

5.2 **Construction of New Building:** Powers and authorities for construction of the New Buildings on the Said Property in terms of the Development Agreement.

5.3 **Sale:** Powers and authorities for sale of the Units in the Developer's Allocation in the New Building to the Transferees.

## 6. Appointment

6.1 **Hereby Made:** The Grantor hereby nominates, constitutes and appoints the Attorneys jointly and/or severally as the lawful Attorney of the Grantor, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantor.

## 7. Powers and Authorities

7.1 **Sanction of Building Plans and Other Statutory Compliances:** To cause sanction of the Building Plans by appointing a licensed architect and structural engineer and then, if required, to have the same revalidated and/or modified and/or

extended and/or altered and/or revised by KMC and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and/or re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from KMC and the Other Authorities.

- 7.2 **Dealing with Authorities:** To deal with all authorities including but not limited to the KMC and the Other Authorities for sanction, modification, alteration, extension, revision and/or re-validation of the Building Plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.
- 7.3 **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- 7.4 **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.5 **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plans and to have the same registered and obtain all permissions and clearances as may be required for the same.
- 7.6 **Appearance:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities to have notarized, registered and authenticated all papers, declarations, affidavits, confirmations, consents, agreements, documents, indemnities, undertakings etc. as be required to enforce all powers and authorities contained herein only for the above purpose.
- 7.7 **Acceptance of Papers:** To accept notices and service of papers from KMC, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- 7.8 **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.

- 7.9 **Granting Receipts:** To receive and pay and/or deposit of moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- 7.10 **Municipal Tax:** To make payment of upto date municipal tax in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
- 7.11 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the New Building on the Said Property.
- 7.12 **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the New Building and/or any other structure on the Said Property, in accordance with the Development Agreement.
- 7.13 **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorneys in accordance with the Development Agreement and without creating any liability or obligation of the Grantors.
- 7.14 **Watch and Ward:** To employ and appoint watchmen, guards, and other security personnel for the Said Property.
- 7.15 **Negotiation and Sale:** After sanction of the building plan to negotiate for sale and sell the Units in the Developer's Allocation in the New Building to the Transferees in the New Building to the Transferees, on terms and conditions as be deemed fit by the Attorneys and to prepare, sign, execute and deliver agreements, deeds and other instruments in this regard.
- 7.16 **Receive Payments:** To receive all payments with regard to the sale of the Units in the Developer's allocation in the New Building from the Transferees and acknowledge receipt of the payments.
- 7.17 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, deeds and instruments including but not limited to the clearance under the Income Tax Act, 1961, for transfer of the Units in the Developer's Allocation in the New Building to the Transferees.
- 7.18 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, deeds and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, deeds and other instruments for the purpose of plan sanction /for sub leasing/under leasing/assigning and or

transferring of the Units in the Developer's Allocation in the New Building after sanction of the Building Plan.

- 7.19 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of development 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.
- 7.20 **Outgoings:** To pay all outgoings, including municipal taxes, etc. in respect of the Said Property/New Building and to collect receipts therefore.

## 8. Covenants and Ratification

8.1 **Covenants:** The Attorneys agrees and covenants with the Grantor that (1) all the costs, charges and expenses for construction shall be borne and paid by the Attorneys (2) no financial or other liability shall be created on the Grantor by virtue of grant of this Power of Attorney or by the exercise of any power or authority under this Power of Attorney and (3) the liabilities and obligations of the Grantor shall continue to remain the same as mentioned in the Development Agreement, irrespective of grant of this Power of Attorney unless specifically mentioned in the Development Agreement.

8.2 **Hereby Made:** The Grantors hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorneys in pursuance of this Power of Attorney.

### Schedule (Said Property)

ALL THAT piece and parcel of measuring an 1 Bigha 18 Cottah 11 Chittacks 14 sq.ft. be the same a little more or less situated at 7, Loudon Street, Kolkata morefully and particularly described in and which is butted and bounded the as follows :

ON THE NORTH	:	Premises No. 6, Loudon Street,
ON THE EAST	:	Loudon Street
ON THE SOUTH	:	Premises No. 7/1, Loudon Street,
ON THE WEST	:	Premises No. 4, Outram Street.

**OR HOWSOEVER OTHERWISE** the same area is was or were heretofore butted bounded called known numbered described or distinguished.

**9. Execution and Delivery**

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

**Pushpak Commercial Company Limited**

For **PUSHPAK COMMERCIAL COMPANY LIMITED**

G. Bhawal  
Director

Director

[Grantor]

We accept:

**PS Group Realty Limited**

**PS GROUP REALTY LTD.**

Arun K. Jambh  
Director

Director

Gaurav Dugar  
Gaurav Dugar

[Attorneys]

Drafted by:

Mouli Sankar Pandey  
Advocate  
High Court, Calcutta  
14/3-7/2/2002  
Witnesses:

Signature Jayanti Pandit  
Name JAYANTA PANDIT  
Father's Name Gowd Hari Pandit  
Address 83 Topemia (W/S)  
M. Farukh







ভারত সরকার  
Government of India  
জয়ন্ত পন্ডিট  
Jayanta Pandit



জন্ম তারিখ: DOB: 21/11/1974  
পুরুষ / Male



3194 7056 8364

স্বাক্ষর - সাধারণ মানুষের অধিকার

Jayanti Pandit



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

XYR0077651



নির্বাচকের নাম : গৌড়ব ভূওয়ালকা  
Elector's Name : Gaurav Bhuwalka  
পিতার নাম : অশোক ভূওয়ালকা  
Father's Name : Ashok Bhuwalka  
লিঙ্গ/Sex : পুং/ M  
জন্ম তারিখ  
Date of Birth : 03/06/1976

*G. Bhuwalka*

XYR0077651

ঠিকানা:  
9/1, মিডিলটন, ওয়ার্ড নং-63, কলকাতা,  
700071

Address:  
9/1, MIDDLE TON, WARD NO-63,,  
KOLKATA, 700071

*[Signature]*

Date: 04/08/2010






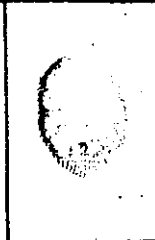


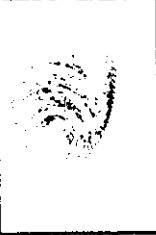


159-ভবানীপুর নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন  
আধিকারিকের স্বাক্ষরের অনুকৃতি  
Facsimile Signature of the Electoral  
Registration Officer for  
159-Bhabanipur Constituency

যদি ঠিকানা পরিবর্তন হয় তবে ঠিকানা জেরার শিটে নতুন ঠিকানা ও এনই  
নম্বরের নতুন সঠিক পরিচয়পত্র পাওয়ার জন্য নিবন্ধিত করে এই  
পরিচয়পত্রের নকলটি উল্লেখ করুন।


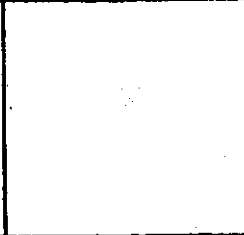


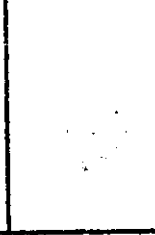

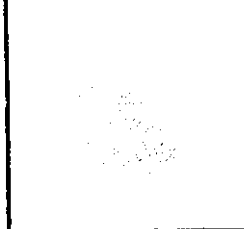

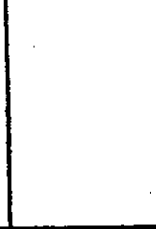

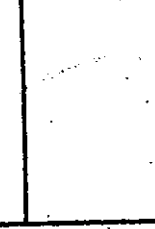
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

0100017

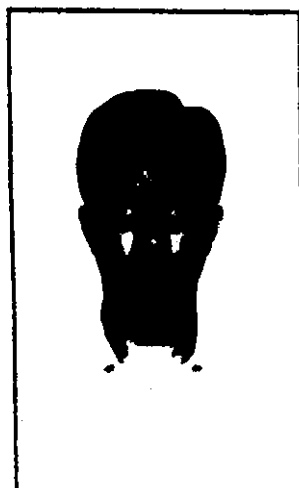
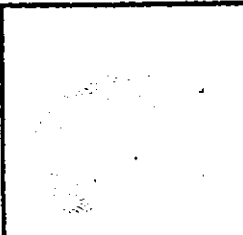

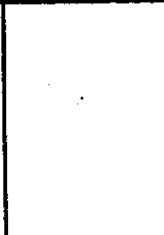


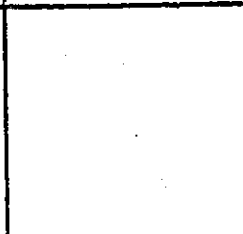
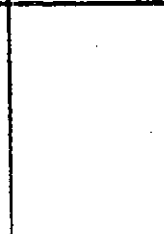
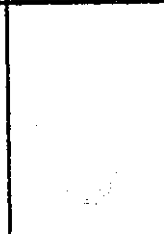
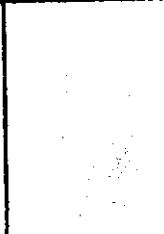
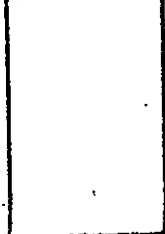


		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

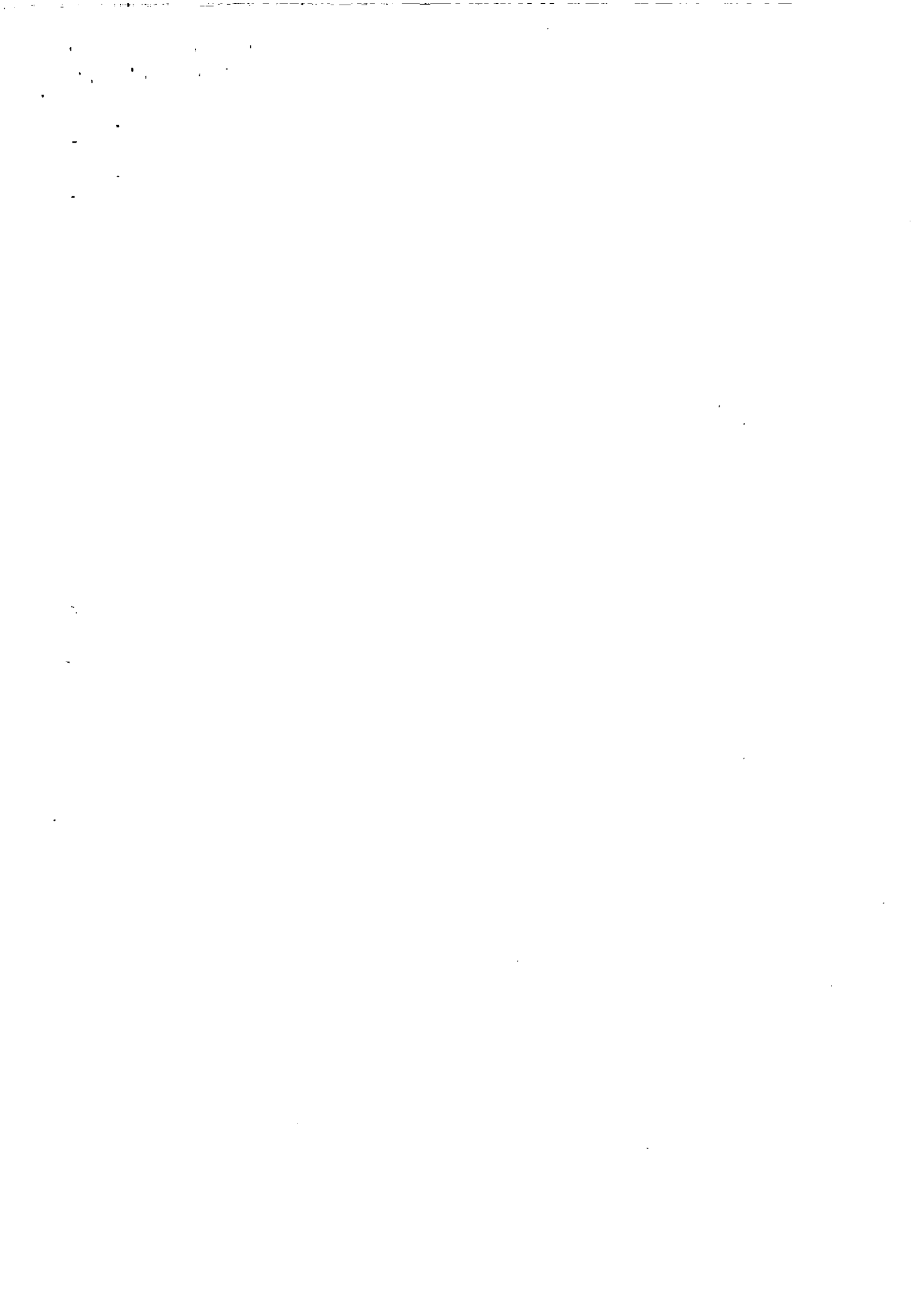
Name GAURAV BHUWARKA  
 Signature G. Bhuwarka

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name ARUN KUMAR SANCHETI  
 Signature Arun Kumar Sancheti

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name \_\_\_\_\_  
 Signature Gaurav



### Major Information of the Deed

Deed No	IV-1903-05681/2016	Date of Registration	9/14/2016 12:23:58 PM
Query No/Year	1903-1000337630/2016	Office where deed is registered	
Query Date	09/09/2016 5:50:42 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	M S Roy Chowdhury Hare St, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9433359436, Status : Advocate		
Transaction	Additional Transaction		
[4002] Power of Attorney, General Power of Attorney			
Set Forth value	Market Value		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 50/- (Article:48(d))	Rs. 7/- (Article:E)		
Remarks			



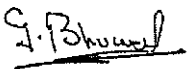


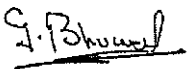


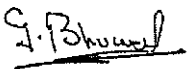
#### Principal Details :

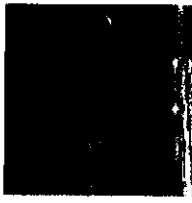

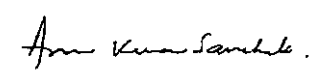


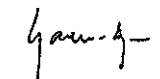
Sl No	Name, Address, Photo, Finger print and Signature
1	<b>PUSHPAK COMMERCIAL COMPANY LIMITED</b> 135, Biplabi Rashbehari Basu Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Status :Organization, Executed by: Representative

#### Attorney Details :

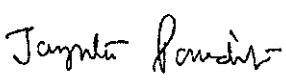
Sl No	Name, Address, Photo, Finger print and Signature
1	<b>PS GROUP REALTY LIMITED</b> 83, Topsia Road South, P.O:- Gobindo Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Status :Organization

#### Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name</th> <th style="width: 15%;">Photo</th> <th style="width: 15%;">Finger Print</th> <th style="width: 35%;">Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Gaurav Bhuwarka</b>                      Son of Mr Ashok Kumar Bhuwarka                      Date of Execution - 14/09/2016, , Admitted by: Self, Date of Admission: Sep 14 2016 , Place of Admission of Execution: Office                 </td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> </tr> <tr> <td></td> <td style="text-align: center;">Sep 14 2016 12:34PM</td> <td style="text-align: center;">LTI Sep 14 2016 12:34PM</td> <td style="text-align: center;">Sep 14 2016 12:34PM</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Gaurav Bhuwarka</b> Son of Mr Ashok Kumar Bhuwarka Date of Execution - 14/09/2016, , Admitted by: Self, Date of Admission: Sep 14 2016 , Place of Admission of Execution: Office					Sep 14 2016 12:34PM	LTI Sep 14 2016 12:34PM	Sep 14 2016 12:34PM
Name	Photo	Finger Print	Signature										
<b>Mr Gaurav Bhuwarka</b> Son of Mr Ashok Kumar Bhuwarka Date of Execution - 14/09/2016, , Admitted by: Self, Date of Admission: Sep 14 2016 , Place of Admission of Execution: Office													
	Sep 14 2016 12:34PM	LTI Sep 14 2016 12:34PM	Sep 14 2016 12:34PM										
	135, Biplabi Rashbehari Basu Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative, Representative of : PUSHPAK COMMERCIAL COMPANY LIMITED (as Director)												

2	Name	Photo	Finger Print	Signature
	<b>Mr Arun Kumar Sancheti</b> Son of Mr Sumermal Sancheti Date of Execution - 14/09/2016, , Admitted by: Self, Date of Admission: Sep 14 2016 , Place of Admission of Execution: Office			
	Sep 14 2016 12:32PM	LTI Sep 14 2016 12:32PM	Sep 14 2016 12:33PM	
83, Topsia Road South, P.O:- Gobindo Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative, Representative of : PS GROUP REALTY LIMITED (as Director)				
3	Name	Photo	Finger Print	Signature
	<b>Mr Gaurav Dugar</b> Son of Mr Surendra Kumar Dugar Date of Execution - 14/09/2016, , Admitted by: Self, Date of Admission: Sep 14 2016 , Place of Admission of Execution: Office			
	Sep 14 2016 12:34PM	LTI Sep 14 2016 12:35PM	Sep 14 2016 12:35PM	
83, Topsia Road South, P.O:- Gobindo Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative, Representative of : PS GROUP REALTY LIMITED (as Director)				

**Identifier Details :**

Name & address	
Mr Jayanta Pandit Son of Mr Gour Hari Pandit 83, Topsia Road South, P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Gaurav Bhuwalka, Mr Arun Kumar Sancheti, Mr Gaurav Dugar	14/09/2016
	

**Endorsement For Deed Number : IV - 190305681 / 2016**

On 14-09-2016

**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.

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

Presented for registration at 12:00 hrs on 14-09-2016, at the Office of the A.R.A. - III KOLKATA by Mr Gaurav Bhuwalka .

**Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]**

Execution is admitted on 14/09/2016 by Mr Gaurav Bhuwalka Director, PUSHPAK COMMERCIAL COMPANY LIMITED, 135, Biplabi Rashbehari Basu Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

Execution is admitted on 14/09/2016 by Mr Arun Kumar Sancheti Director, PS GROUP REALTY LIMITED, 83, Topsia Road South, P.O:- Gobindo Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indetified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service

Execution is admitted on 14/09/2016 by Mr Gaurav Dugar Director, PS GROUP REALTY LIMITED, 83, Topsia Road South, P.O:- Gobindo Khatick, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indetified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, 83, Topsia Road South, P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Service


**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E.= Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 13234, Amount: Rs.50/-, Date of Purchase: 29/07/2016, Vendor name: A K Purkayastha



**Balaram Adhikari**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2016, Page from 135493 to 135513  
being No 190305681 for the year 2016.



Digitally signed by BALARAM ADHIKARI  
Date: 2016.09.15 14:33:48 +05:30  
Reason: Digital Signing of Deed.

*Balaram Adhikari*

(Balaram Adhikari) 15/09/2016 14:33:47  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)