



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

R 971073



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, (1) INDRANIL GHOSH (PAN: AYGPG7174H), son of Shankar Ghosh, by religion Hindu, by occupation Service, presently residing at 13214 Frazier Pl NW, Seattle, WA 98177, United States of America and also at 15C, Raja Santosh Road, P.O. Alipore, P. S. Chetla, Kolkata-700027, (2) SMT AMRITA DOUGLAS (PAN: CHCPD7616L), daughter of Shankar Ghosh, by religion Hindu, by nationality Indian, by occupation Business, presently residing at 16, East 96<sup>th</sup> Street, Apartment 68, New York NY10128, United States of America and also at 15C,

*[Handwritten signature]*

*R. R. Chandani*



Raja Santosh Road, P.O. Alipore, P S Chetla, Kolkata-700 027 and (3) **SMT ROSHNI SURANA** (PAN: DBBPS9528A), daughter of Shankar Ghosh, by religion Hindu, by nationality Indian, by occupation Service, presently residing at 56, Queens Wood Court, Kings Avenue, London SW4 8EB, United Kingdom and also at 15C, Raja Santosh Road, P.O. Alipore, P S Chetla, Kolkata-700027, (hereinafter collectively referred to as the "Appointers") **SEND GREETINGS:**

**WHEREAS:**

- A. The Appointers are seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of about 12 Cottahs 0 Chittacks and 6 sq.ft. being a little more or less together with Building and constructions thereon situate lying at and being Premises No.15C, Raja Santosh Road, Kolkata-700027, within Kolkata Municipal Corporation, Ward No.74, Thana Chetla, District South 24 Parganas, Sub-Registration office - Alipore in the State of West Bengal, fully described in the Schedule hereunder written and hereinafter referred to as "the Property".
- B. By an Agreement dated 22<sup>nd</sup> November, 2015 made between the Appointers herein therein referred to as the Owners of the one part and Master Properties Private Limited (PAN : AADCM5973C), a company incorporated under the Companies Act, 1956 having its registered office at 5B, Heysham Road, P.O. & P.S. Bhawanipore, Kolkata-700 020, therein as well as hereinafter referred to as the Developer and hereinafter referred to as "the Attorney" of the other part and lodged for registration at the office of the Addl. Registrar of Assurances I Kolkata on 22<sup>nd</sup> November, 2015, the Appointers have granted exclusive right to the Developer therein to develop and exploit commercially the Property by constructing new building thereat for mutual benefit and for the consideration

*(Three handwritten signatures)*

*R. Ramchandani*



and on the terms and conditions therein contained (hereinafter referred to as "the Development Agreement").

- C. In terms of the Development Agreement the Owners and Developer therein will share the constructed space in the ratio of 65% and 35% respectively. Out of total units to be constructed 2 (two) units (if 11 eleven units are sanctioned) or 1 (one) if less than 11 (eleven) units are sanctioned will be kept unallotted and the sale proceeds of such unallotted unit/s shall be shared between the Owners and the Developer in terms of the Development Agreement.
- D. In pursuance of the Development Agreement, the Appointers are desirous of appointing the Developer therein being the Attorney herein and/or its nominee/s as its authorised representative as Constituted Attorney to do various acts, deeds, matters and things hereinafter mentioned in connection with the development of the Property, sale of Developer's Allocation and also sale of unallotted unit/s in terms of the Development Agreement.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that the Appointers do and each of them doth hereby nominate constitute and appoint, **MASTER PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 5B, Heysham Road, P.O. & P.S. Bhawanipore, Kolkata-700 020, (hereinafter referred to as "the Attorney") acting through any of its Directors and/or duly Authorised Representatives jointly and/or severally as their true and lawful Attorney to act for them in their name and on their behalf to do execute exercise and perform all or any of the following acts deeds matters and things in connection with the development of the Property, sale of Developer's allocation and unallotted units, in terms of the Development Agreement, i.e. to say:

R. Ramchandani



1. To enter into and upon the Property, demolish the existing structures and to construct a new building thereon, as per the plan to be sanctioned by Kolkata Municipal Corporation.
2. To prepare, sign, execute and submit necessary applications to Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation and/or the Town Planning Authority, Competent Authority, State Government and/or any other authority for obtaining permissions, approvals clearances and/or ratifications in respect of the Property in such manner as the Attorney may deem fit and proper for the purposes herein mentioned and to receive all such approvals, sanction and permits from authorities concerned.
3. To prepare plan/s, for residential development and construction with a view to construct building and/or other structures on the Property, as the Attorney may desire, duly approved by the Appointers and for that purpose to do such acts, deeds, matters and things as may be necessary.
4. To sign, execute, submit to the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority or State Government or local body or authority, the building plans as approved by the Appointers for construction and developing at the Property and/or part thereof including modification or variation thereof in such manner as may be desired by the Attorney in accordance with the rules and regulations for the time being in force or any amendments thereto and to have such plans approved from the concerned authorities.
5. To sign, execute and submit all papers, documents, statements, plans, undertakings and declarations as required for having the sanctioned plan modified or altered from the concerned department of the Kolkata Municipal

R. Ramchandani



Corporation or other concerned authorities in such manner as the Attorney may deem fit and proper.

6. To enter into, hold, defend possession of, and to manage and maintain the Property and every part thereof and to warn off, prohibit and if necessary, proceed in due forum of law against all or any trespassers on the Property or any part thereof and to take appropriate steps whether by action or otherwise including to file complaint in the concerned police station having jurisdiction and to represent the Appointers before the Police and to abate nuisances and protect the Property.
7. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable in respect of the Property or any part thereof and to represent the Appointers before the concerned authorities or departments to which the same are payable.
8. To receive refund of the excess of all fees, amounts, rates, taxes and charges if any, paid by the Attorney with any authority as aforesaid.
9. To accept or object to the assessments made from time to time of Annual Valuations in respect of the Property or the building thereon or on any part thereof by the Kolkata Municipal Corporation and to attend all hearings and have the same finalized.
10. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, and/or connections of other utility or facility in or for the Property or the building from the CESC Limited, the Kolkata Municipal Corporation and other appropriate authorities and/or to alter or close down and/or have

R. Ramchandani



disconnected the existing ones and to apply for and obtain traffic permission, permission from fire department/ brigade, for elevators, tube well etc as may be required for the purposes herein mentioned.

11. To do all necessary acts deeds and things and to comply with all laws, rules, regulations, bye-laws, ordinance etc., for the time being in force for or in respect of the Property and/or the building/s to be constructed and/or touching the matters incidental and/or subsequent to the sanction of plan.
12. To negotiate for sale of the Units of Developer's allocation and the unallotted unit/s with the parties intending to purchase units to be constructed at the Property ("purchasers"), fix the consideration, sign allotment letter, any other document in connection with such allotment, to enter into agreement for sale with the Purchasers in respect of units and car parking spaces to be constructed at the Property in terms of the Development Agreement, to execute and register agreement for sale and to receive the consideration and deposits and give effectual receipts for the same.
13. To issue NOC for creation of mortgage by the purchasers of the units to be purchased by them for securing the finance that may be sanctioned by the banks, financial institutions for purchase of such units and to sign such documents as may be required in connection with the finance of the purchasers without any financial liability on the Appointers and these will relate only to the units of Developer's allocation and the unallotted unit/s.
14. To issue demand notice for payment of consideration, additional consideration and deposits on the third party/ies in terms of their respective agreement, to receive payment and give valid discharge for the same and to

R. Ramchandani



share the sale proceeds of unallotted unit/s with the Appointers in accordance with the Development Agreement.

15. To cancel and/or terminate allotment letter / agreement for sale with any person or persons intending to acquire unit/s, car parking spaces and other constructed areas/saleable spaces together with undivided share in the land comprised in the Property relating to the Developer's Allocation and unallotted unit/s at the Property and to deal with the same in such manner as the said Attorney may deem fit and proper.
16. To sell, execute and register Deed of Conveyance and/ or any other transfer document in respect of the Developer's Allocation and unallotted unit/s, in favour of any third party in respect of the unit/s, car parking spaces etc. together with undivided share in the land and common areas and facilities appertaining thereto to be constructed at the Property.
17. To appear before the Registration authority having jurisdiction in the matter and admit execution thereof and sign all such papers as may be required in connection with registration of the agreement for sale, conveyance deed or any other document. Provided however execution and registration of Deed/s of Conveyance relating to the Developer's Allocation and unallotted units can take place only after the Attorney has delivered possession of the Owners Allocation complete in all respects and Architects certificate is obtained in respect thereof.
18. To finalise and obtain the market value assessment slips from the registration authority, to accept or challenge the valuation so assessed in the court of law or any other concerned authority and file and sign all such papers as may be required, in this regard.

R. Ramchandani



19. To apply for and obtain all permissions, clearances, no objection certificates including the necessary Completion or Occupation Certificate/s from the Kolkata Municipal Corporation or other concerned authorities for or in respect of the building/s at the Property and/or the purposes arising out of and/or under the plan as may be sanctioned.
20. For all or any of the purposes herein stated to appoint or terminate the appointment of the Engineers, Surveyors, Architects, Contractors, Suppliers and Labourers and other Contractors as it may deem fit and proper.
21. To do all acts, deeds and things, which are in general required or deemed necessary by the Attorney to do, carry and complete construction at the Property.
22. For all or any of the purposes hereinbefore stated to appear and represent the Appointers before any Notary Public, Magistrate, Registrar, District Registrar, Additional Registrar and other registration authorities, the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, the competent authority under the Urban Land (Ceiling and Regulation) Act, 1976, Income Tax authorities, Fire Brigade, Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons and also all courts tribunals and appellate authorities and to do all acts deeds and things and to make, sign, execute, affirm, notarize, submit, present for registration, admit execution, acknowledge and register and/or deliver all documents, declarations, affidavits, applications, undertakings, indemnities, objections, notices etc. as be required by the concerned authorities or as may in any way be found necessary or expedient by the Attorney.

R. Ramchandani





23. To commence, prosecute, enforce, defend, answer and oppose all actions, suits, writs, appeals, revisions and other legal proceedings and demands, civil criminal or revenue, concerning the sanction of plan and/or touching or concerning any of the matters herein contained in which the Appointers is in any way or manner now are or may hereafter be interested or concerned and if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Municipal Tribunal, Collector, etc.
24. To sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in anywise concerned with or incidental to any proceeding as occasions may arise and/or as the Attorney may think fit and proper.
25. To file and submit declarations, statements, applications and/or returns, make commitments and give undertakings and indemnities to the necessary authority or authorities in connection with the matters herein contained.
26. To pay all fees, charges, outgoings or expenses whatsoever in connection with the sanction of plans and/or modifications if any and development of the Property and similarly to receive all incomings receivable for and on account of the Property, as the occasion so requires subject however to the extent of the Developer's allocation and unallotted units in terms of the Development Agreement.
27. It is hereby expressly made clear that all acts deeds and things by virtue of this Power shall be done by the Attorney, entirely at their costs charges and

R. Ramchandani



expenses and in no event the Appointers shall be liable to pay or reimburse any amount to the said Attorney.

28. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors and to revoke such appointments.
29. It has been clearly agreed and understood that this Power of Attorney shall remain irrevocable and under no circumstances the Appointers will revoke the same.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained which the Appointers could have lawfully done under their own hands and seals, or should have done if the Appointers were personally present and acting.

AND THE APPOINTERS do hereby ratify and confirm and agree to ratify and confirm all and whatever the Attorney shall lawfully do execute or perform in exercise of the power and authorities hereby conferred upon, under and by virtue of these presents.

**THE SCHEDULE ABOVE REFERRED TO:**

All That the two storied brick built messuage and dwelling house of 6000 sq. ft. with out-houses having total built up area of 2000 sq. ft. aggregating to 8000 sq. ft. known as Premises No.15C, Raja Santosh Road, Calcutta Together with the piece or parcel of rent free land thereunto belonging and containing an area of 12 Cottahs 10 chittack 6 sq. ft. approximately situate in Mouza Durgapore, pargana Magura, Thana

R. Ramchandani



Chetla and Sub-Registration District Alipore in the District of 24 Parganas and butted and bounded as follows :

- on the North : partly by 15C/1B, Raja Santosh Road;  
 On the East : by 17, Raja Santosh Road;  
 On the South : by Raja Santosh Road; and  
 On the West : by 15B, Raja Santosh Road;

OR HOWSOEVER OTHERWISE the same may be known, numbered, described and distinguished.

IN WITNESS WHEREOF, the Appointors have executed this Power of Attorney on this 21<sup>st</sup> day of November, Two Thousand Fifteen.

EXECUTED AND DELIVERED by  
 the within named Appointors at  
 Kolkata in the presence of:

1. Ram Prasad Pal  
 (RAM PRASAD PAL)  
 16/3 P.K. Roychowdhury  
 2nd Bye Lane,  
 Howrah - 711003
2. Kusum Dadas  
 Advocate  
 High Court, Calcutta

*(Signature)*  
 (AMRITA DAS)

*(Signature)*  
 (INDRANIL GHOSH)

*(Signature)*  
 (ROSHNI SURANA)

We accept

Master Properties Pvt. Ltd.  
*R. Ramchandani*  
 Director



12

DATED THIS 21<sup>st</sup> DAY OF November 2015

FROM

AMRITA DOUGLAS & ORS

TO

MASTER PROPERTIES PRIVATE LIMITED



POWER OF ATTORNEY



KHAITAN  
& CO

Khaitan & Co LLP  
Advocates

1B, OLD POST OFFICE STREET  
KOLKATA-700 001