

3792/17

IV

2773/17

~~390/17~~

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

## INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL  
Additional Registrar of Assurances  
Kolkata

V 213092



50/-  
Case 777/17

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.

*[Signature]*  
Additional Registrar  
of Assurances-III, Kolkata

*[Signature]*  
Additional Registrar of Assurances III, Kolkata  
11 MAY 2017

### POWER OF ATTORNEY

1. Date: 25<sup>th</sup> April, 2017
2. Place: Kolkata
3. Parties  
*[Handwritten names]*

*[Signature]*  
*[Signature]*

2259

SAHA & RAY

Advocates  
3A/1, 3rd Floor, Hastings Chambers  
Kean Sankar Roy Road  
Kolkata - 700001

NO. ....  
ADD. ....  
Rs. ....  
6 APR 2017  
GURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court

6 APR 2017

6 APR 2017



Additional Registrar of Assurances III Kolkata  
8 MAY 2017

Swapan Kar  
S/o R. N. Kar  
96/1 Rajdanga School Road  
Kolkata - 700107  
P.S. Kasba, P.O. EKTA  
Sowri

- 3.1 **Rajat Gateway Private Limited** (previously known as **Lawrence Chemical & Engineering Co. Private Limited**), a company governed by the provisions of Companies Act, 2013, having its registered office at 8, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani, (**PAN AAACL9302M**), represented by its director, **Raj Gopal Pasari**, son of Late Magniram Pasari, by faith Hindu, by occupation Business, nationality Indian, of 8, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AFOPP5578B**)

(**Grantor**, includes successors-in-interest and/or assigns)

**And**

- 3.2 **Rajat Projects Private Limited**, a company governed by the provisions of Companies Act, 2013, having its registered office at 4, Azimganj House, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AAFCR3120C**), represented by its director, **Ghanshyam Purohit**, son of Deo Kishan Purohit, by faith Hindu, by occupation Business, nationality Indian, of 4, Azimganj House, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AFUPP8158F**).

(**Attorney**).

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

**4. Background**

- 4.1 **Ownership of Said Property:** The Grantor is the sole and absolute owner and possessor of land measuring 87 (eighty seven) *cottah*, more or less, **together with** RT sheds and structures erected thereon, situate, lying at and being Municipal Premises No. 73, Diamond Harbour Road, Post Office Behala, Kolkata-700104, Police Station Behala, within the jurisdiction of Ward No. 144 of Kolkata Municipal Corporation (**KMC**), comprised in L.R. *Dag* Nos. 649, 650, 650/997, 650/998, 651, 652, 653 and 654, recorded in L.R. *Khatian* No. 2605, *Mouza* Joka, J.L. No. 21, Sub-Registration District Behala, District South 24 Parganas, delineated on the **Plan** attached and bordered in colour **Red** thereon and described in the **Schedule** below (collectively **Said Property**).
- 4.2 **Said Project:** The Grantor has decided to develop the Said Property by way of construction of a cluster of buildings on the Said Property (collectively **Said Complex**) and booking and sale of the flats and saleable spaces (collectively **Units**) in the Said Complex to prospective purchasers (collectively **Transferees**). The development of the Said Property by way of construction of the Said Complex and transfer of Units in the Said Complex to Transferees, collectively **Said Project**.
- 4.3 **Development Agreement:** By an Agreement of even date registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Being Deed No. 190102471 for the year 2017 (**Development Agreement**), the Grantor has appointed the Attorney as the developer of the Said Property for development of Said Complex, in the manner and on the terms and conditions contained in the Development Agreement.



- 4.4 **Reason for Granting of Powers:** Under Clause 10.1 of the Development Agreement, it has been agreed that the Grantor shall grant a Power of Attorney to the Attorney (1) for getting the building plans of the Said Complex (**Building Plans**) revalidated/modified/alterd by the KMC 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, West Bengal State Electricity Board and/or West Bengal State Electricity Development Corporation Limited (collectively **Other Authorities**) (2) construction of the Said Complex and (3) booking, entering into agreements and granting conveyance of all the Units in the Said Complex to the Transferees. Accordingly, the Grantor is granting certain powers and authorities to the Attorney, by this Power of Attorney.
5. **Subject Matter of Power of Attorney**
- 5.1 **Acts Under Development Agreement:** Powers and authorities for (1) getting the Building Plans of the Said Complex revalidated/modified/alterd by KMC and Other Authorities (2) construction of the Said Complex and (3) booking, entering into agreements and granting conveyance of all the Units in the Said Complex to the Transferees.
6. **Appointment**
- 6.1 **Hereby Made:** The Grantor hereby nominates, constitutes and appoints the Attorney 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 **Building Plans and Other Statutory Compliances:** To cause revalidation/modification/alteration of the Building Plans by appointing a licensed architect and structural engineer and then, if required, to have the same sanctioned by the KMC and the Other Authorities and to pay fees, costs and charges for the same 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 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 electricity, gas, water, sewerage, drainage, lift, and/or other connections of any other utility or facility in the Said Property from the WBSEB, KMC and other appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same and for that to sign execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as be deemed fit and proper by the said Attorney.
- 7.4 **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under the (1) West Bengal Land Reforms Act, 1955 and (2) Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such



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o MAY 2017

- 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 **Land Revenue:** To make payment of upto date land revenue/local authority taxes 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 **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Said Property in the office of B.L.&L.R.O, KMC and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- 7.12 **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property and thereafter paying fees and charges for the same.
- 7.13 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the Said Complex on the Said Property.
- 7.14 **Construction:** To apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipment for the purpose of construction of the Said Complex on the Said Property and to construct temporary sheds and godowns for storage of building materials and running of site office and to construct the Said Complex and/or any other structure on the Said Property, in accordance with the Development Agreement.



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- 7.15 **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 Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Grantor.
- 7.16 **License for Lifts:** To apply for and obtain permissions and licenses to erect and run/operate one or more lifts at the Said Complex and to place orders for supply and erection of such lift or lifts on the manufacturer thereof and also to give contract to the manufacturer for maintenance of lift or lifts and concerned machineries, in the name of the Attorney.
- 7.17 **Insurance:** To insure and keep insured the Said Complex or any part thereof against loss or damage by fire, earthquake and/or other risks as be deemed necessary and/or desirable by the Attorney and to pay all premium for such insurance.
- 7.18 **Project Finance:** To arrange for financing of the Said Project by Bank/Financial Institution/other entity and obtain loans for the Said Project and to deposit the Original Title Documents and other documents of title relating to the entirety of the Said Property with the Bank/Financial Institution/other entity as security for the purpose of Project Finance and to sign and execute necessary documents on behalf of the Grantor and to create a mortgage/charge in favour of the Bank/Financial Institution/other entity for availing such Project Finance.
- 7.19 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- 7.20 **Negotiation and Sale:** To negotiate for sale and sell all the Units in the Said Complex to the Transferees, on terms and conditions as mentioned in the Development Agreement and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 7.21 **Termination of Contracts:** To terminate any contract, agreement, right of occupancy, user and/or enjoyment with any person or persons intending to acquire flats, car parking spaces and other constructed areas/saleable spaces in the Said Complex and to deal with the space and rights of such person or persons in such manner as the Attorney may deem fit and proper.
- 7.22 **Receive Payments:** To receive all payments with regard to sale of the Units in the Said Complex from the Transferees and acknowledge receipt of the payments.
- 7.23 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to the clearance under the Income Tax Act, 1961, for transfer of the Units in the Said Complex to the Transferees.
- 7.24 **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, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Units in the Said Complex.





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- 7.25 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect 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.
- 7.26 **Outgoings:** To pay all outgoings, including local taxes, *Khaznas*, etc. in respect of the Said Property/Said Complex and to collect receipts therefor.
- 8. Covenants and Ratification**
- 8.1 **Covenants:** The Attorney agrees and covenant with the Grantor that (1) all the costs, charges and expenses for construction shall be borne and paid by the Attorney (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:** Subject to the above, the Grantor hereby ratifies and confirms and agrees to ratify and confirm all lawful actions of the Attorney in pursuance of this Power of Attorney.

**Schedule**  
**(Said Property)**



Land measuring 87 (eighty seven) *cottah* and 5 (five) *chittack*, more or less, **together with** RT sheds and structures measuring 5000 (five thousand) square feet erected thereon, situate, lying at and being Municipal Premises No. 73, Diamond Harbour Road, Post Office Behala, Kolkata-700104, Police Station Behala, within the jurisdiction of Ward No. 144 of Kolkata Municipal Corporation, comprised in L.R. *Dag* Nos. 649, 650, 650/997, 650/998, 651, 652, 653 and 654, recorded in L.R. *Khatian* No. 2605, *Mouza* Joka, J.L. No. 21, Sub-Registration District Behala, District South 24 Parganas, delineated on the **Plan** attached and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By Embankment Road

**On the East** : By Narayani Studios

**On the South** : By Indian Institute of Management and vacant plot

**On the West** : By Diamond Harbour Road



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MAY 2017

9. Execution and Delivery

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

For RAJAT GATEWAY PVT. LTD,

*[Handwritten Signature]*

Director

[Grantor]

For RAJAT PROJECTS PVT. LTD.

*[Handwritten Signature]*

Director

[Attorney]

Drafted by:

*Dattasaram Bhattacharya*  
Advocate, High Court, Calcutta  
F/1114/773/2012

Witnesses:

Signature *[Handwritten Signature]*

Signature *Subhra Dev Manna*

Name HIMADRI TUSHAR MUKHERJEE

Name SUBHRA DEV MANNA

Father's Name Late Ananda Charan Mukherjee

Father's Name SANKAR SARAN MANNA

Address Kalyan in Dharmrajtala

Address ANJUL PURBAPARA,

Nona Main Road, Chandernagore  
Hooghly, 712136

HOWRAH- 711302

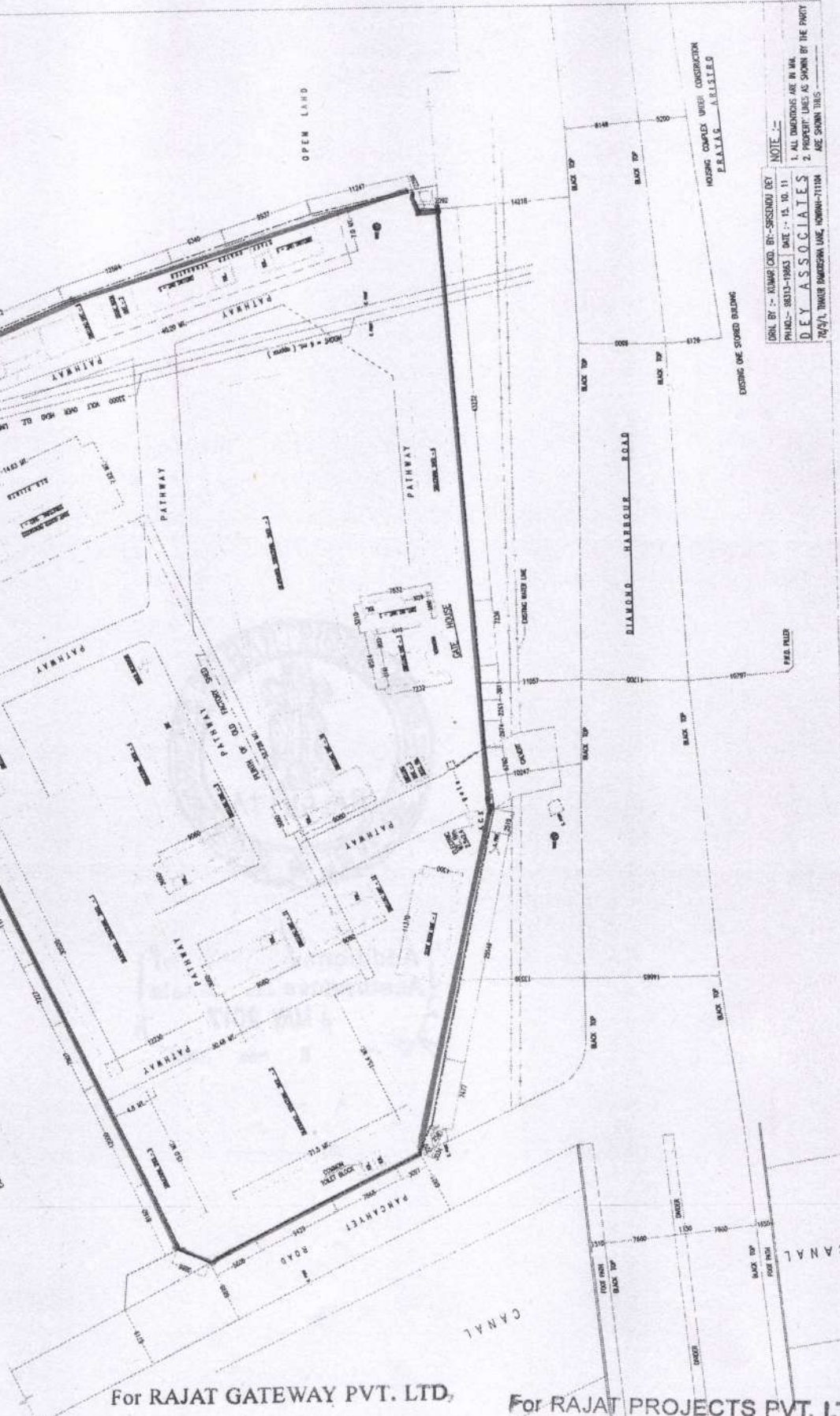


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o MAY 2017



SITE PLAN OF  
 DAG NO:- 649 (P), 650/998, 651, 652, 650/997,  
 653(P) AND 654; KHAITAN NO.- 83, 95, 183, 198, 187,  
 AND 446; J.L. NO.-21; MOUZA- JOKA, P.S.- THAKURPUKUR  
 DISTRICT - SOUTH 24 PARGANAS  
 KOLKATA :- 700104  
 SCALE :- 1 : 200

TOTAL LAND AREA :- 5764.493 sq.m. = 04 bi. 06 ka. 02 ch. 39 bhil.



NOTE :-  
 1. ALL DIMENSIONS ARE IN MM.  
 2. PROPERTY LINES AS SHOWN BY THE PARTY ARE SHOWN THIS

For RAJAT GATEWAY PVT. LTD,

*[Signature]*

Director

For RAJAT PROJECTS PVT. LTD.

*[Signature]*

Director



Additional Registrar of  
Assurances in Calcutta  
8 MAY 2017



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1903-2017, Page from 69611 to 69633

being No 190302773 for the year 2017.



Digitally signed by ASHOKE KUMAR  
BISWAS

Date: 2017.05.31 14:29:20 +05:30

Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 31/05/2017 14:29:19

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - III KOLKATA

West Bengal.

(This document is digitally signed.)