

পশ্চিমবুঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheets attached to the document are the part of this document

Additional District Sub-Registrar
Cossipore, Dum Dum, 24-Pgs. (North)

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, PANIHATI RUBBER LIMITED (formerly Bajoria Rubber Industries Limited) (PAN AABCP9146Q), a company within the meaning the Companies Act, 1956, having its registered office and carrying on business at No.36 B.T.Road, P.S.Belghoria, Kolkata 700058, represented by its Managing Director, Mr. Sanjay Kumar Bajoria pursuant to the Board Resolution dated 3/9/2012 (hereinafter collectively referred to as "the said Principal") SEND GREETINGS:



CPIYUSH KUMAR BHAGAD

AND

AND

FOR BLUE FOX PROJECTS PUT LTD.

Director

2 0 SEP 2013

PANIHATI RUBBER LIMITED

Managing Director

Identified by me Supering Brog Slo-R. N. Berg 7B, Kis. Roy Road Kol-1 Occupation-Service



Addi.District Sub-Registral
Cossipore Dum-Dum 24 Pgs (N)
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#### WHEREAS:

- A. We the abovenamed Principal are the joint and absolute owners of All Those the various pieces or parcels of land, containing an area of 25 Satak more or less, together with building sheds and structures standing thereon, situate lying at and comprised in R.S. Dag Nos.3458 and 3449, recorded in R.S. Khatian Nos.2592 and 907 respectively in Mouza Ariadaha Kamarhati (also known as Newadapara), J.L No.1, Police Station Belghoria (formerly Baranagar), Sub-Registry Office Cossipore Dum Dum and being a portion of Municipal Premises No.36 B.T Road, Holding No.F-20, in Ward No.8, within the limits of Kamarhati Municipality in the District of North 24-Parganas, fully described in the Schedule hereunder written and hereinafter referred to as "the said Property", absolutely and forever.
- B. By an Agreement of even date made between the Principal herein therein referred to as the Land Owner of the one part and Blue Fox Projects Private Limited, a company within the meaning the Companies Act, 1956, having its registered office and carrying on business at No. 5/1A Hungerford Street, Kolkata 700017 therein referred to as the Developer of the other part (and hereinafter also referred to as "the Developer") and registered in the office of Additional District Sub-Registrar, Cossipore, Dum Dum in Book No.1 Being No. <u>D5299</u> for the year 2014, the Principal has granted exclusive right to the said Developer to develop and exploit commercially the said property by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained (hereinafter referred to as "the Development Agreement").

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C. In order to effectuate the said Development Agreement and to comply with its obligations therein, the Principal is executing this Power of Attorney in favour of Blue Fox Projects Private Limited and its Directors and duly Authorised Representatives jointly and/or severally having its registered office at No.5/1A Hungerford Street, Police Station-Shakespeare Sarani, Kolkata 700017 (hereinafter for the sake of brevity referred to as "the Attorney") as and for the purposes relating to the said Property as per the said Development Agreement as hereinafter contained.

NOW KNOW YE BY THESE PRESENTS We, the withinnamed Principal doth hereby nominate constitute and appoint the said Attorney as the true and lawful attorney of the Principal for in the name and on behalf of the Principal to do execute exercise and perform all or any of the following acts deeds and things relating to the said Property as per the said Development Agreement i.e., to say:

- 1. To manage, maintain, look after, supervise and administer and defend possession of the said Property and every part thereof.
- 2. To apply for and cause to be mutated the names of the Principal in the records of all concerned authorities, including the B.L. & L.R.O and the Municipality, as owner of the said Property.
- 3. To do all acts deeds and things if and as be required to be done for amalgamation and all acts incidental thereto.
- 4. To apply for conversion of the nature if use of the said Property or any part thereof with the concerned authorities under the provisions of the West Bengal Land Reforms Act, 1955 and all other relevant acts and rules, and to have the same converted in all relevant Government Records.
- 5. To apply for and obtain "No Objection Certificate" for sanctioning of plan from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for sanctioning of plan, and/or obtaining utilities and other purposes hereinstated.

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Addl.District Sub-Registrar Cossipore Dum-Dum 24 Pgs (N) 7 3 MAY 2014

- 6. To apply for and obtain all necessary permissions and clearances from the authorities under the pollution laws and all other related authorities.
- 7. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building or buildings at the said property or portion or portions thereof and also for modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes hereinstated.
- 8. To have the said property surveyed and measured and to have the soil tested.
- 9. To prepare apply for and submit the plans from time to time in respect of one or more buildings at the said Property or on portion or portions thereof with the Municipality and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified and/or altered from time to time.
- 10. To inform the Kamarhati Municipality and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the rules of the Kamarhati Municipality and all other concerned authorities and to get the same regularised.
- 11. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and to gift any part or portion of the said property to the authorities concerned, if the situation so demands, and do all other necessary acts deeds and things as be expedient for sanctioning revalidation renewal modification and/or alteration of plans.
- 12. To pay all rates taxes charges expenses and other outgoings whatsoever (including municipal rates and taxes, land revenue and other charges whatsoever) payable for and on account of the said property or any part thereof or any undivided share or shares therein or the building or buildings that may be constructed thereon and receive refund of the excess amounts paid from the concerned authorities and to grant receipts and discharges in respect thereof.
- 13. To accept or object to the assessments made from time to time of Annual Valuations in respect of the said property or the building or buildings that may be constructed thereon or any part or share thereof by the Kamarhati Municipality and have the same finalised.
- 14. To construct new building or buildings at the said property and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.
- 15. 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 CESC Ltd. and/or the WBSEB Limited, The Kamarhati Municipality 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.
- 16. To apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipments for the purpose of construction of the new building/s at the said property.
- 17. To apply for and obtain permissions and licenses to erect and run/operate one or more lifts at the said property and to place orders for supply and erection of lift or lifts at the said property on the manufacturer thereof and also to give contract to the manufacturer for maintenance of lift or lifts and its concerned machineries.



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- 18. To apply for and obtain the Completion or Occupancy or other certificates from the Kamarhati Municipality and/or other concerned authorities in respect of construction and/or occupation of the new building/s to be constructed at the said property or any part thereof.
- 19. To warn off and prohibit and if necessary proceed in due form of law against all or any trespassers on the said property or any part thereof and to take appropriate steps.
- 20. To appear before the Kamarhati Municipality and other authorities, authorities under the West Bengal Land Reforms Act, 1955 or any other local land / tenancy law, act or statute applicable to the said Property, statutory bodies and government departments and/or its officers and also all other State Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all courts and Tribunals for all matters connected with construction of the new building/s at the said property or any part thereof and obtaining connection of utilities and other matters relating to the said property.
- 21. To insure and keep insured the new building/s at the said property or any part thereof against loss or damage by fire earthquake and/or other risks as be deemed necessary and/or desirable by the said attorney and to pay all premium for such insurance.
- 22. To arrange for financing of the Project at the said Premises by Bank/Financial Institution/other entity and obtain loans for the Project and to deposit the Original Title Documents and other documents of title relating to the entirety of the said Property with the Financier as security for the purpose of Project Finance and to sign and execute necessary documents on behalf of the Principal and to create a mortgage/charge in favour of the Financier for availing such Project Finance only in respect of the Developer's Allocation (as defined in the said Development Agreement).
- 23. To negotiate with the person or persons interested in owning, purchasing and/or otherwise acquiring such flats, shops, showrooms, offices, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said property and accept bookings from such intending buyer or buyers and to make commitments to and sell, convey, lease, transfer or otherwise dispose of the same alongwith or independent of or independently the land comprised in the said property attributable thereto or any portion thereof or any undivided share therein to such person or persons in terms of the said Development Agreement and at such consideration and on such terms and conditions as the said attorney may deem fit and proper as per the said Development Agreement and to receive and appropriate all proceeds consideration deposit and other amounts received/realised out of such sale conveyance and/or transfer as per the said Development Agreement and grant valid receipts and discharges which shall fully exonerate the person paying the same.
- 24. To terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire flats, shops, showrooms, offices, car parking spaces and other constructed areas/saleable spaces and/or undivided shares in the land comprised in the said property and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper.
- 25. To join in as confirming party to agreements for sale, lease or otherwise transfer of the flats, shops, showrooms, offices, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said property and/or undivided share in the land comprised in the said Property or part thereof, and confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of conveyance, lease or otherwise transfer to be executed in pursuance thereof, which such Deeds of conveyance, lease or otherwise transfer shall be executed in terms of the said Development Agreement.



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- 26. For all or any of the powers and authorities herein contained as per the said Development Agreement to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, agreements, supplementary agreements, consents, confirmations, deeds, sale deeds, transfer deeds, conveyances, nominations, assignments, rectifications, declarations, affidavits, applications, undertakings, indemnities and other documents.
- 27. To appear and represent the Principal before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said Attorney by virtue of the powers hereby conferred.
- 28. To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said attorney.
- 29. To appear and represent the Principal before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the said attorney by virtue of the powers hereby conferred.
- 30. To enforce any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other documents of transfer executed by the Principal or by the said attorney by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
- 31. To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever etc., which are or may be due payable or recoverable under any such Agreement from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 32. To sign and submit all papers applications and documents for having and to have the flats, shops, showrooms, offices and other constructed areas in the new building/s that may be constructed at the said property separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all authorities and/or persons (including the Kamarhati Municipality) having jurisdiction over the said property and to deal with such authority and/or authorities in such manner as the said attorney may deem fit and proper.
- 33. For all or any of the purposes hereinbefore stated and also hereinafter contained to appear and represent the Principals before the Collector, Kamarhati Municipality, The Kolkata Improvement Trust, the Kolkata Metropolitan Development Authority, Fire Brigade, Fire Authorities, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, the B.L. & L.R.O. and other authorities under the West Bengal Land Reforms Act, 1955, Town And Country Planning Authorities, all Revenue Authorities, Pollution Control Board and other authorities connected to pollution matters, Development Plan Authorities of the Government of West Bengal and/or India, Insurance Companies and authorities and Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State and Central 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, register, submit, present for registration, admit, execution, acknowledge,



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register or have register or have perfected and/or deliver all documents, declarations, affidavits, deeds of gift, applications, undertakings, indemnities, objections, notices etc. (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said Property and other papers and documents as be required by the necessary authorities or as may in any way be found necessary or expedient by the said attorney.

- 34. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters herein contained concerning the said property or any part thereof in which the Principal is in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.).
- 35. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said property.
- 36. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
- 37. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
- 38. To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees etc. and to pay and/or receive refunds thereof or the excess amount and give valid receipts and discharges therefor as per the said Development Agreement.
- 39. To appear and represent the Principal before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said property or any part thereof or any undivided share therein and/or in the building/s to be constructed at the said property as per the said Development Agreement which the Principal itself could have lawfully done under its own hand and seal, if personally present.

**AND** the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorney shall lawfully do or cause to be done in or about the premises aforesaid as per the said Development Agreement.

#### THE SCHEDULE ABOVE REFERRED TO:

(said Property)

All Those the various pieces or parcels of land, containing an area of 25 Satak more or less], together with building sheds and structures standing thereon (Area of Structure 2000 Square feet), situate lying at and comprised in R.S. Dag Nos.3458 and 3449, recorded in R.S. Khatian Nos.2592 and 907 respectively, in Mouza Ariadaha Kamarhati (also known as Newadapara), J.L No.1, Police Station Belghoria (formerly Baranagar), Sub-Registry Office Cossipore Dum Dum and being a portion of Municipal Premises No.36 B.T Road, Holding No.F-20, in Ward No.8, within the limits of Kamarhati Municipality in the District of North 24-Parganas.

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IN WITNESS WHEREOF the Principal has executed	d this P	ower of A	ttorney o	on this	18
day of fellow 2014.					
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**EXECUTED AND DELIVERED** by the withinnamed **PRINCIPAL** at **Kolkata** in the presence of:

1) Supring Berg 7B, K. s. Roy Road Kolkatu-700001

3) Suxdeb Sahan 5/1A, Hungerford Street Kolkara-700017 PANIHATI RUBBER LIMITED

Managing Director

FOR BLUE FOX PROJECTS PYT. LTD.

Drafted by me

S. PRANOXIMOBOTA.

Advocate

High Court, Calcutta



Addl.District Sub-Registral
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# Government Of West Bengal Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number : I - 05309 of 2014 (Serial No. 05790 of 2014 and Query No. 1506L000011038 of 2014)

### On 23/05/2014

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

Presented for registration at 18.15 hrs on :23/05/2014, at the Private residence by Piyush Kumar Bhagat ,Claimant.

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

Execution is admitted on 23/05/2014 by

Sanjay Kumar Bajoria

Managing Director, Panihati Rubber Limited, 36, B T Road, Kolkata, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700058.

, By Profession : Others

2. Piyush Kumar Bhagat

Director, Blue Fox Projects Pvt. Ltd., 5/1 A, Hungerford Street, Kolkata, West Bengal, India, Pin:-700017.

, By Profession : Others

Identified By Supryo Bag, son of R. N. Bag, 7 B, K. S. Roy Road, Kolkata, West Bengal, India, Pin:-700001, By Caste: Hindu, By Profession: Service.

( Utpal Kumar Basu ) A. D. S. R. COSSIPORE DUMDUM

#### On 26/05/2014

## 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.-6,42,36,363/-

Certified that the required stamp duty of this document is Rs.- 70 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Utpal Kumar Basu )
A. D. S. R. COSSIPORE DUMDUM

#### On 27/05/2014

# 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: 4, 48(g) of Indian Stamp Act 1889.

Payment of Fees:



( Utpal Kumar Basu ) A. D. S. R. COSSIPORE DUMDUM

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# Government Of West Bengal Office Of the A.D.S.R. COSSIPORE DUMDUM District:-North 24-Parganas

Endorsement For Deed Number : I - 05309 of 2014 (Serial No. 05790 of 2014 and Query No. 1506L000011038 of 2014)

Amount By Cash

Rs. 21.00/-, on 27/05/2014

(Under Article: E = 21/- on 27/05/2014)

( Utpal Kumar Basu ) A. D. S. R. COSSIPORE DUMDUM



( Utpat Kumar Basu )

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Addi.District Sub-Registrar Cossipore Dum-Dum 24 Pgs (N)



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### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 13 Page from 4801 to 4812 being No 05309 for the year 2014.



(Utpal Kumar Basu) 30-May-2014
A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM
West Bengal