

**GENERAL POWER OF ATTORNEY**

**PANCHPARV DEALCOMM PRIVATE LIMITED (PAN:- AAGCP5123N)**, A Private Limited Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51101WB2012PTC176686 Dated 22/03/2012 having its registered Office at Office No. 23, Third Floor, International Market, Sevoke Road, Ward No. 10, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI KAJAL SARKAR** S/o Sri Kamal Sarkar, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 3<sup>rd</sup> Floor, Hotel Mayor, Sevoke Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called the "**PRINCIPAL**".

**WHEREAS** Principal hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** acquired Lease Hold right of a piece and parcel of land measuring 69.58 Katha appertaining to and forming part of R.S. Plot No. 459 corresponding to L.R. Plot No. 817, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian No. 307 of Mouza-Ujanu in the District of Darjeeling by virtue of a Deed of Assignment executed by **LUXMI TOWNSHIP & HOLDINGS LIMITED ERSTWHILE LUXMI TOWNSHIP LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages 62879 to 62921, being Document No. 040303149 for the year 2018.

**AND WHEREAS** Principal hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** possessing the aforesaid landed property First Party duly mutated its name at the office of B.L. & L.R.O., Shivmandir, and got its name recorded in L.R. Khatian No. 1302 of Mouza-Ujanu in the District of Darjeeling.

**AND WHEREAS** above named principal hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** also acquired Lease Hold right of a piece and parcel of land measuring 0.5206 Acre or 31.5 Katha appertaining to and forming part of R.S. Plot No. 297/459 corresponding to L.R. Plot No. 817, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian No. 307 of Mouza-Ujanu

in the District of Darjeeling by virtue of a Deed of Assignment executed by **LUXMI TOWNSHIP & HOLDINGS LIMITED ERSTWHILE LUXMI TOWNSHIP LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2019, Pages 166729 to 166770, being Document No. 040307181 for the year 2019.

**AND WHEREAS** above named principal hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** possessing the aforesaid landed property First Party duly mutated its name at the office of B.L. & L.R.O., Shivmandir, and got its name recorded in L.R. Khatian No. 1360 of Mouza-Ujanu in the District of Darjeeling.

**AND WHEREAS** in order to have optimum use of below schedule "A" landed property it decided to develop the said land by constructing multi-storied building or block by block-wise separated building/residential flats/ commercial and/or official blocks and were in look for a reputed developer to develop the said property.

**AND WHEREAS** accordingly after several rounds of discussions and after considering all aspects it decided to enter into a registered development agreement with one **MEGA DEVELOPERS (PAN:- ABHFM1152D)** A Partnership Firm, having its Office at Rom No. F 401, 4<sup>th</sup> Floor, City Centre, The Uttorayon Township, Matigara, NH-31, Siliguri-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by its Partner **SRI NARESH AGARWAL** S/o Late Kailash Chand Agarwala, Hindu by Religion, Indian by Nationality, Business by occupation, resident of 427, Nehru Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling and the aforesaid development agreement containing mutually agreed terms and conditions was duly registered today at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra.

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**AND WHEREAS** as per the terms and conditions a recited in the aforesaid agreement, the **PANCHPARV DEALCOMM PRIVATE LIMITED** was entitled to 64% of the entire Saleable Space and the **MEGA DEVELOPERS** was entitled to 36% of the entire Saleable Space.

**AND WHEREAS** in the aforesaid development agreement the Principals hereof agreed to execute and register a general power of attorney where upon empowering the above named developer **MEGA DEVELOPERS** or its Partner to execute proper deed of conveyances or any other documents with respect to the sale of the all the Saleable Space in terms of and as decided and agreed by the parties of the aforesaid development agreement.

**NOW KNOW ALL BY THESE PRESENTS** that We, **PANCHPARV DEALCOMM PRIVATE LIMITED (PAN:- AAGCP5123N)**, A Private Limited Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51101WB2012PTC176686 Dated 22/03/2012 having its registered Office at Office No. 23, Third Floor, International Market, Sevoke Road, Ward No. 10, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI KAJAL SARKAR** S/o Sri Kamal Sarkar, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 3<sup>rd</sup> Floor, Hotel Mayor, Sevoke Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling do hereby constitute **SRI NARESH AGARWAL** S/o Late Kailash Chand Agarwala, Hindu by Religion, Indian by Nationality, Partner of **MEGA DEVELOPERS** as its true and lawful Attorney to act for us and on its behalf and authorize it to do the following acts and things hereinafter mentioned.

1.To negotiate with the intended buyer to sale all the saleable space in the said Building as fully described in the Schedule "B" below.

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2.To enter into an Agreement to sale in respect of all the saleable space as per terms and Condition determined in the aforesaid development agreement.

3.To execute deed of sale or any other document necessary to effectuate the transfer all the saleable space in favour of purchaser/s and for the aforesaid purpose or purposes and cause the same to be stamped, registered or authenticated as the case may be.

4.To execute necessary document for creation of any type of mortgage, power of attorney, declaration and all other documents required by the Bank for creation of valid mortgage. If required by the Bank, to lodge the said mortgage documents or other loan documents with the Sub-Registrar/Assurances having jurisdiction to receive such documents for registration, appear before such sub-registrar.

5.To execute Promissory Note, Agreement(s) for availing Home Loans or any other types of loan from any Nationalized Bank/Financial Institution or any other documents as required by the same.

6.To apply for and obtain electricity, gas, water, sewerage, drainage, telephone and/or other connections of any other utility to the said premises and/or to make alterations thereon and to close down and/or have disconnected the same and for that purpose to sign, execute and commit all the papers, applications, documents and plans and to do all other acts, deeds and things as may deemed fit and proper by the said attorney.

7.To use shift or re-adjust the existing electric connection in the premises in such manner, as the said Attorney may deem fit and proper.

8.To negotiate with the intended purchaser/s and finalize the consideration amount and enter into agreement to sale for all the saleable space as fully described in the Schedule "B" below as determined in

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the aforesaid development agreement and mentioned herein above.

9. To receive the advance amount, part of consideration money and/or full consideration money of the sale consideration all the Saleable and remit its share in the Sale Proceed in its Bank Account.

10. To present any such Deed or Deeds of sale, conveyance(s) or document(s) for registration when executed and to admit the execution thereof and present the same before the registering Officer or Offices having authority for and to have the said document registered in respect of all the Saleable Space according to law and to do all other acts, deeds and things which its said attorney shall consider necessary transferring and/or conveying the said property to such purchaser(s) as fully and effectually in all respect as we could do the same by us in respect of the said premises.

11. To execute Deed of Conveyance, Deed of Partition and Deed of Rectification/Declaration in respect of all the Saleable space for purpose or purposes and cause the same to be stamped, registered or authenticated as the case may be.

12. To present and register the same by any Registrar or Sub-Registrar or any other Authority for the purpose of the said transfer and present the deed of Conveyance and any other Instrument before him/them for registration and to admit the execution of the deed or Instrument and to have the same registered according to law in respect of all the Saleable Space.

13. To put the Purchaser/s in possession of all the Saleable Space as determined in the aforesaid development agreement or any part thereof as the case may be.

14. To appear and represent before Notary, Magistrate and other office(s) or authorities or authorities having jurisdiction and to present for authentication and to acknowledge the authentication of or have authenticated and perfected all deeds, instruments and writings and to be signed by the said Attorney in any manner concerning the below schedule "B" premises subject to the conditions mentioned under various clauses in the said deed of agreement for development of the said premises.

15. The said Attorney shall also be entitled to prosecute or defend any suit, complaint or other proceeding in respect of the aforesaid property and for the aforesaid purpose or purposes, to appoint any pleader or advocate on its behalf and to prosecute and defend such legal proceeding in or before any Court, Civil, Criminal and Revenue, or Officer or Appellate or Revisional Court or Authority and for such purpose the said Attorney may accept service of summons or notice issued by any Lawful Authority and the said Attorney is also authorized to sign and verify plaints and written Statements for the aforesaid purpose and also to swear affidavits for the aforesaid purpose.

**AND GENERALLY** to do all lawful acts necessary for the aforesaid purpose.

**AND IT HEREBY AGREE** that all acts and things lawfully done by its said Attorney shall considered as acts, and things done by it and it undertake to ratify and confirm all and whatsoever its said Attorney will lawfully do and cause to be done by virtue of this **POWER OF ATTORNEY** relating to the aforesaid property as mentioned in the Schedule "B" Below.

**SCHEDULE - A**  
**DESCRIPTION OF THE LANDED PROPERTY**

All that piece or parcel of homestead land measuring 101.08 (One Zero One Point Zero Eight) Katha appertaining to and forming part of R.S. Plot No. 297/459 (Two Nine Seven by Four Five Nine) corresponding to L.R. Plot No. 817 (Eight One Seven), recorded in R.S. Khatian No. 260 (Two Six Zero) Corresponding to L.R. Khatian No. 1302 (One Three Two Zero) & 1360 (One Three Six Zero) of Mouza - Ujanu, J.L. No. 86 (Eight Six), Pargana - Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

PLOT NO.		KHATIAN NO.		AREA
R.S.	L.R.	R.S.	L.R.	
297/459	817	260	1302	69.58 KATHA
			2360	35.50 KATHA
TOTAL AREA				101.08 KATHA

The Land is butted and bounded as follows:-

NORTH : LAND OF LUXMI TOWNSHIP AND HOLDING LIMITED,  
SOUTH : LAND OF LUXMI TOWNSHIP AND HOLDING LIMITED,  
EAST : LAND OF CHANDMONI TEA ESTATE,  
WEST : 35 M WIDE ROAD,

**SCHEDULE - B**

All that Residential Space, Commercial Space, Parking Space, Servant Quarter and other space of the Building constructed on the land as more fully described in the Schedule "A" above.



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**IN WITNESS WHERE OF** the Director of the Principal Company has signed this Power of Attorney at Siliguri on this the \_\_\_\_\_ day of December 2020.

WITNESSES:

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**P R I N C I P A L**

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**ATTORNEY HOLDER**

Drafted by me and printed in my office.

RAJESH KUMAR AGARWAL  
ADVOCATE/SILIGURI  
Reg. No. WB/73/97