P 15221/14 IV 08922/14

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

A.R.A. III

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL T 657756

6.10

22/12/14

Additional Registrar of Assurances-III Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are part of this Document.

Additional Registrar of Assurances-III, Kolkata

POWER OF ATTORNEY

1. Date: 24.11.2014
2. Place: Kolkata
3. Parties

Additional Registrar of Assurance - III Kolkata

24 DEC 2014

SL. NO. 33629 DATE 17 OCT 2014

NAME

ADD

AMT 100/-

PRIYANKA BHOWMIK
Advocate
High Court, Calcutta

6951

For Zircon Dealers Pvt. Ltd.

Director/Authorised Signatory

MOUSUMI GHOSH
LICENSED ... VENDOR
KOLKATA REGISTRATION OFFICE

6952

For Zircon Dealers Pvt. Ltd.

Director/Authorised Signatory

6953

For ELEGANT PROFIN PRIVATE LIMITED

Director

6954

FOR SILVERINE ENTERPRISE PVT. LTD.

Director

Additional Registrar of Assurance - III
Kolkata

22 DEC 2014

Sujit Roy
S/o Late M.M. Roy
6, old Post office St.
Kolkata - 700001.
(Service)

3.1 **ELEGANT PROFIN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN No.U70200WB1996PTC079875**, having **PAN No.AAACE7642M**, having its registered office situated at No. 2, Anandilal Poddar Sarani (formerly known as Russel Street), 1st floor, Police Station Shakespeare Sarani, Kolkata 700 071, represented by its Director Sri Ashish Dalmia, son of Sri Santosh Kumar Dalmia

3.2 **BELVEDERE ENTERPRISES PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956, having **CIN No.U45201WB1996PTC079874**, having **PAN No.AABCB4284D**, having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Kolkata 700071, represented by its Director Sri Mahesh Kumar Prahladka, son of Late Manturam Prahladka.

(jointly **Grantors**)

And

3.3 **ZIRCON DEALERS PRIVATE LIMITED, LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN No.U51109WB1996PTC081950**, having **PAN No.AAACZ1160H**, having its registered office situated at Premises No.122/1R, Satyendra Nath Majumder Sarani, Police Station-Tollygunge, Kolkata-700 026, being represented by **(1) Sri Umesh Kyal**, son of Late Govind Ram Kyal, residing at 30C, South End Park, Police Station Lake, Kolkata - 700 029 and **(2) Sri Rahul Kyal**, son of Balkrishan Kyal, residing at 30C, South End Park, Police Station Lake, Kolkata - 700 029, both of its Directors

(**Attorney**).

NOW THIS POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

4. Background

4.1 **Ownership of said Property:** The grantors are the joint and absolute owners of land measuring 1 Bighas 10 Cottahs 8 Chittacks and 31 Sq. ft., more or less, **TOGETHER WITH** structures and dwelling units erected, thereon, situate, lying at and being municipal premises 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, within the limits of Ward No. 43 of The Kolkata Municipal Corporation and described in the **Schedule** below (**Said Property**).

4.2 **Said Project:** The Grantors have decided to develop the Said Property by construction of a residential cum commercial buildings (collectively **Said Building)** on the Said Property and the Grantors have further decided to grant power to the Developer to develop the Said Property and sell the Developer's Allocation in the Said Building (the development and the sale of Developer's Allocation, collectively **Said Project**).

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Kolkata

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4.3 **Development Agreement:** By a Development Agreement dated 24th day of NOVEMBER, 2014, registered in the Additional Registrar of Assurances II at Kolkata, in Book No. I, being Deed No. 15751 for the year 2014 (**Development Agreement**), the Grantors have appointed the Attorney as the developer of the Said Property for development of the said Building, in the manner and on the terms and conditions contained in the Development Agreement.

4.4 **Building Plans:** The Grantors may require the building plans to be sanctioned (**Building Plans**) by The Kolkata Municipal Corporation and other statutory authorities including but not limited to Traffic Department, Kolkata Metropolitan Development Authority, Directorate of Fire Service, Pollution Control Board, Kolkata Police, Directorate of Lifts, Directorate of Electricity, Survey Department, KIT, Urban Land Ceiling Department, Calcutta Electric Supply Corporation Limited (collectively **Other Authorities**).

4.5 **Reason for Granting of Powers:** Under Article 7 and 23.1(iv) of the Development Agreement, it has been agreed that the Grantors shall grant a Power of Attorney to the Attorney for **(1)** causing sanctioned/revalidated/modified/altered by The Kolkata Municipal Corporation and Other Authorities and obtaining all necessary permissions from different authorities in connection with construction of the Said Building **(2)** doing all things needful for construction and development of the Said Property by construction of the Said Building and **(3)** booking and sale of the Developer's Allocation (**Units**) in the Said Building to the 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 Attorney, 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 Said Building:** Powers and authorities for construction of the Said Building 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 Said Building to the Transferees.

6. Appointment

6.1 The Grantors hereby nominate, constitute and appoint the Attorney as the lawful Attorney of the Grantors, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors.

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

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structural engineer and then, if required, to have the same revalidated and/or modified and/or extended and/or altered and/or revised by The Kolkata Municipal Corporation 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 The Kolkata Municipal Corporation and the Other Authorities.

7.2 **Dealing with Authorities:** To deal with all authorities including but not limited to The Kolkata Municipal Corporation 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, 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 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 The Kolkata Municipal Corporation, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, Kolkata Police (including both Civil Court and Criminal Courts), Traffic Department, Kolkata Metropolitan Development Authority, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Survey Department, KIT, Land and Land Reforms

AD

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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, interest from any person or persons, body or bodies, authority or authorities and receive refund 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 said 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 Said 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 Attorney 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:** To negotiate for sale and sell the Units in the Developer's Allocation in the Said Building to the Transferees, on terms and conditions as be deemed fit by the Attorney and to prepare, sign, execute and deliver Agreements, Deeds and other instruments in this regard in terms of the Development Agreement.

7.16 **Receive Payments:** To receive all payments with regard to the sale of the Units in the Developer's allocation in the Said Building from the Transferees and acknowledge receipt of the payments.

7.17 **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

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the Developer's Allocation in the Said Building in terms of the Development Agreement.

7.18 **Legal Action:** To take any legal action or to defend any legal proceeding 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.

7.19 **Outgoings:** To pay all outgoings, including municipal taxes, etc. in respect of the Said Property/Said Building and to collect receipts therefore. To receive the excess amount of such outgoings, if any, paid for the purpose of sanction revalidation and/or modification and/or extension and/or alteration and/or revision by The Kolkata Municipal Corporation and the Other Authorities.

8. Covenants and Ratification

8.1 **Covenants:** The Attorney agrees and covenants with the Grantors 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 Grantors 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 Grantors 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 Attorney in pursuance of this Power of Attorney.

THE SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT an area of 1 Bighas 10 Cottahs 8 Chittacks and 31 Sq. ft., be the same a little more or less, **TOGETHER WITH** five storied buildings, hereditaments, tenements, courtyards and other structures whatsoever containing an area of 45,000 Sq.Ft., be the same a little more or less, lying erected and/or built thereon situate lying at and being municipal premises no. 149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station Jorasanko, Kolkata 700 007, Ward No.43 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner as follows:-

On the North by : Syed Sally Lane,
On the South by : Mahatma Gandhi Road,
On the East by : Premises no. 147, Mahatma Gandhi Road and
On the West by : Premises no. 151, Mahatma Gandhi Road.

AD.

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9. **Execution and Delivery**

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

For [illegible]
Director
(ASHISH DALMIA)
FOR BELVEDERS ENTERPRISES PVT. LTD.
Director

[Grantors] (MAHESH KUMAR PRAHLADKA)

We accept:

For Zircon Dealers Pvt. Ltd.
Director/Authorised Signatory

For Zircon Dealers Pvt. Ltd.
Director / Authorised Signatory

[Attorney]

Drafted by:

Somali Bhattacharya.
Advocate, High Court. Cal.

Witnesses:

Signature _____

Name Vishal Dalmia

Father's Name Sandeep Kr. Dalmia

Address 18, Pankaj Mullick Sarani, Kol-19

Signature Rajesh Bardia

Name RAJENDRA KUMAR BARDIA

Father's Name JATAN LAL BARDIA

Address 13, Noor Mal Lohia Lane. KOL. 7

Additional Registrar of Assurance - III
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SPECIMEN FORM FOR TEN FINGER PRINTS

M. K. S Rathore

Little	Ring	Middle	Fore	Thumb
	(Left Hand)			

Thumb	Fore	Middle	Ring	Little
	(Right Hand)			

A.

Little	Ring	Middle	Fore	Thumb
	(Left Hand)			

Thumb	Fore	Middle	Ring	Little
	(Right Hand)			

Munish Vyas

Little	Ring	Middle	Fore	Thumb
	(Left Hand)			

Thumb	Fore	Middle	Ring	Little
	(Right Hand)			

Rahul Vyas

Little	Ring	Middle	Fore	Thumb
	(Left Hand)			

Thumb	Fore	Middle	Ring	Little
	(Right Hand)			

Additional Registrar of Assurance-III
Kolkata

22 DEC 2014

Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 08922 of 2014

(Serial No. 15521 of 2014 and Query No. 1903L000024409 of 2014)

On 22/12/2014

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

Presented for registration at 18.10 hrs on :22/12/2014, at the Private residence by Umesh Kyal , one of the Claimants.

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

Execution is admitted on 22/12/2014 by

1. Ashish Dalmia
   Director, Elegant Profin Private Limited, 2, Anandilal Poddar Sarani, Kolkata, District:-., WEST BENGAL, India, Pin :-700071.
   , By Profession : Others

2. Mahesh Kumar Praladka
   Director, Belvedere Enterprises Private Limited, 2, Anandilal Poddar Sarani, Kolkata, District:-., WEST BENGAL, India, Pin :-700071.
   , By Profession : Others

3. Umesh Kyal
   Authorised Signatory, Zircon Dealers Private Limited, 1223/1 R, Satyendra Nath Majumdar Sarani, Kolkata, District:-., WEST BENGAL, India, Pin :-700026.
   , By Profession : Others

4. Rahul Kyal
   Authorised Signatory, Zircon Dealdrs Private Limited, 122/1 R, Satyendra Nath Majumder Sarani, Kolkata, District:-., WEST BENGAL, India, Pin :-700026.
   , By Profession : Others

Identified By Sujit Roy, son of Lt. M M Roy, 6, O P O Street, Cal, District:-., WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 23/12/2014

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.- /-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Additional Registrar of Assurance - III
Kolkata (Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Government Of West Bengal

Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 08922 of 2014

(Serial No. 15521 of 2014 and Query No. 1903L000024409 of 2014)

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 24/12/2014

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 : 48(d) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 24/12/2014

(Under Article : ,E = 7/- on 24/12/2014)

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Additional Registrar of Assurance - III
Kolkata

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

24 DEC 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 16
Page from 5649 to 5660
being No 08922 for the year 2014.

Additional Registrar of Assurances-III, Kolkata ★ Seal of the

(Sanatan Maity) 27-December-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

Dated this 24th day of NOVEMBER, 2014

From

ELEGANT PROFIN PRIVATE LIMITED
&
BELVEDERE ENTERPRISES PRIVATE LIMITED

... Grantors

To

ZIRCON DEALERS PRIVATE LIMITED

... Attorney

POWER OF ATTORNEY

For Sanction of Building Plans, Construction of Said Buildings
and Sale of Developer's Allocation
Municipal Premises 149, Mahatma Gandhi Road (formerly known as
Harrison Road)
Police Station Jorasanko
Kolkata 700 007