

GENERAL POWER OF ATTORNEY

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1. MARIEGOLD INDUSTRIES PRIVATE LIMITED (PAN:- AADCM5439R), previously known as **MARIEGOLD BUISCUIT & INDUSTRIES PRIVATE LIMITED**, A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51419WB1984PTC037385 Dated 11/04/1984 having its registered Office at Capital Market, Top Floor, 50B Ladenla Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI MAMAN CHAND AGARWAL** S/o Surajmal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling.

2. MOUNTAIN COMMERCIAL PRIVATE LIMITED (PAN:- AAFCM0419F), A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No. U51109WB2007PTC114464 Dated 23/03/2007 having its registered Office at Office Block, F0107 City Centre, Matigara-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI AMIT GARG** S/o Sri Maman Chand Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling.

3. SRI RAMAVTAR AGARWAL alias RAMAWATAR AGARWALLA (PAN:-) S/o Surojmal Agarwal,

4. SMT SARDA DEVI AGARWAL alias SARADA DEBI (PAN:-) W/o Sri Ramavtar Agarwal,

No. 3 & 4 are Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 16, M.G. Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter jointly and Collectively called the "**PRINCIPAL**".

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WHEREAS Principal No. 1 hereof **MARIEGOLD BISCUIT & INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.60 Acre appertaining to and forming part of R.S. Plot No. 89, corresponding to L.R. Plot No. 147, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SUMITRA DEVI** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, being Document No. 4035 for the year 1984.

AND WHEREAS Principal No. 1 hereof **MARIEGOLD BISCUIT & INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 88, 89, 101 & 94/150 corresponding to L.R. Plot No. 160, 144, 147, 155, 164, 156, 565 & 157, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **PUSHPA DEVI** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 85, Pages 188, being Document No. 4186 for the year 1984.

AND WHEREAS Principal No. 1 hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 0.20 Acre appertaining to and forming part of L.R. Plot No. 143 & 146, recorded in L.R. Khatian No. 35, 127, 137/3, 114 & 125 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **CHITTA RANJAN DAS & 3 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 3, Pages 5691 to 5703, being Document No. 01326 for the year 2008.

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AND WHEREAS Principal No. 1 hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 0.65 Acre appertaining to and forming part of R.S. Plot No. 310, 319, 318, 327, 326, 328, 333, 313 & 317 corresponding to L.R. Plot No. 147, 144, 155, 160, 156, 157, 196, 194, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 127 & 51 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **RANI NANDI & 2 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 4, Pages 2954 to 2969, being Document No. 01533 for the year 2008.

AND WHEREAS possessing the aforesaid land Principal No. 1 hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED** mutated its name at the office of B.L. & L.R.O., Matigara and got its name recorded in L.R. Khatian No. 220 of Mouza-Gourcharan in the District of Darjeeling.

AND WHEREAS Principal No. 2 hereof **MOUNTAIN COMMERCIAL PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.60 Acre appertaining to and forming part of L.R. Plot No. 147, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 127 & 51 (old) 218 (New) of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **JOHORIMAL AGARWAL & 6 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 3, Pages 4046 to 4067, being Document No. 01220 for the year 2008.

AND WHEREAS Principal No. 2 hereof **MOUNTAIN COMMERCIAL PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of L.R. Plot No. 144, 147, 155, 160, 156 & 157, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 127

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& 51 (old) 221 (New) of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SANTOSHI DEVI** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 4, Pages 4522 to 4541, being Document No. 01630 for the year 2008.

AND WHEREAS possessing the aforesaid land Principal No. 2 hereof **MOUNTAIN COMMERCIAL PRIVATE LIMITED** mutated its name at the office of B.L. & L.R.O., Matigara and got its name recorded in L.R. Khatian No. 1244 of Mouza-Gourcharan in the District of Darjeeling.

AND WHEREAS Principal No. 3 hereof **SRI RAMAWATAR AGARWALLA** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 101, 89, 88 & 94/150 corresponding to L.R. Plot No. 147 & 194, recorded in R.S. Khatian No. 9/4 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **HARIPADA NANDY & DINESH CHANDRA NANDY** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, being Document No. 03141 for the year 1982.

AND WHEREAS Principal No. 3 hereof **SRI RAMAWATAR AGARWALLA** also acquired a piece and parcel of land measuring 0.33 Acre appertaining to and forming part of L.R. Plot No. 21, recorded in L.R. Khatian No. 164 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **RAM BAHADUR CHHETRI** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 63, Pages 232 to 236, being Document No. 03140 for the year 1982.

AND WHEREAS possessing the aforesaid land Principal No. 3 hereof **SRI RAMAWATAR AGARWALLA** mutated his name at the office of B.L. & L.R.O., Matigara and got his name recorded in L.R. Khatian No. 217 of Mouza-Gourcharan in the District of Darjeeling.

AND WHEREAS Principal No. 4 hereof **SMT SARADA DEBI** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 89 & 101 corresponding to L.R. Plot No. 194 & 147, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza - Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed jointly by **HARIPADA NANDY & DINESH CHANDRA NANDY** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, being Document No. 03143 for the year 1982.

AND WHEREAS possessing the aforesaid land Principal No. 4 hereof **SMT SARADA DEBI** mutated her name at the office of B.L. & L.R.O., Matigara and got her name recorded in L.R. Khatian No. 219 of Mouza-Gourcharan in the District of Darjeeling.

AND WHEREAS in order to have optimum use of below schedule "A" landed property they 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 We decided to enter into a registered development agreement with one **CITY DEVELOPERS**, A Partnership Firm, having its Office at Jewandee Complex, 4th Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri, represented by one of its Partner duly authorised for this Purpose **SRI PREM KUMAR AGARWAL** S/o Gangadhar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Prakash Nagar, Salugara, Ward No. 42, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri 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 **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL** alias **RAMAWATAR AGARWALLA & SMT SARDA DEVI AGARWAL** alias **SARADA DEBI** were jointly entitled to the Sale proceed detailed herein below and the **CITY DEVELOPERS** was entitled to the Sale proceed detailed herein below.

OWNER SALE PROCEED

- a. Space Sold below the rate of Rs. 2701 per Sq.Ft. - 23% of the Sale Proceed
- b. Space Sold between the rate of Rs. 2701 to 3200 per Sq.Ft. - 28% of the Sale Proceed
- c. Space Sold between the rate of Rs. 3201 to 3700 per Sq.Ft. - 33% of the Sale Proceed
- d. Space Sold between the rate of Rs. 3201 to 4700 per Sq.Ft. - 35% of the Sale Proceed

DEVELOPER SALE PROCEED

- a. Space Sold below the rate of Rs. 2701 per Sq.Ft. - 77% of the Sale Proceed
- b. Space Sold between the rate of Rs. 2701 to 3200 per Sq.Ft. - 72% of the Sale Proceed
- c. Space Sold between the rate of Rs. 3201 to 3700 per Sq.Ft. - 67% of the Sale Proceed
- d. Space Sold between the rate of Rs. 3201 to 4700 per Sq.Ft. - 65% of the Sale Proceed

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 **CITY 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,

1. MARIEGOLD INDUSTRIES PRIVATE LIMITED (PAN:- AADCM5439R) previously known as **MARIEGOLD BUISCUIT & INDUSTRIES PRIVATE LIMITED**, A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51419WB1984PTC037385 Dated 11/04/1984 having its registered Office at Capital Market, Top Floor, 50B Ladenla Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI MAMAN CHAND AGARWAL** S/o Surajmal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling.

2. MOUNTAIN COMMERCIAL PRIVATE LIMITED (PAN:- AAFCM0419F), A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No. U51109WB2007PTC114464 Dated 23/03/2007 having its registered Office at Office Block, F0107 City Centre, Matigara-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI AMIT GARG** S/o Sri Maman Chand Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling.

3. SRI RAMAVTAR AGARWAL alias **RAMAWATAR AGARWALLA (PAN:-)** S/o Surojmal Agarwal,

4. SMT SARDA DEVI AGARWAL alias **SARADA DEBI (PAN:-)** W/o Sri Ramavtar Agarwal,

No. 3 & 4 are Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 16, M.G. Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling

do hereby constitute **SRI PREM KUMAR AGARWAL** S/o Gangadhar Agarwal, Hindu by Religion, Indian by Nationality, Partner of **CITY DEVELOPERS** as our true and lawful Attorney to act for us and on our behalf and authorize it to do the following acts and things hereinafter mentioned.

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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.

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 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 our share in the Sale Proceed in our 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 our 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 our 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 WE HEREBY AGREE that all acts and things lawfully done by our said Attorney shall considered as acts, and things done by us and we undertake to ratify and confirm all and whatsoever our 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.

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SCHEDULE - A
DESCRIPTION OF THE LANDED PROPERTY

All that piece or parcel of homestead land measuring 6.54 (Six Point Five Four) Acre appertaining to and forming part of R.S. Plot No. 88 (Eight Eight), 89 (Eight Nine), 91 (Nine One), 94 (Nine Four), 150 (One Five Zero) & 151 (One Five One) corresponding to L.R. Plot No. 143 (One Four Three), 144 (One Four Four), 146 (One Four Six), 147 (One Four Seven) & 155 (One Five Five), recorded in R.S. Khatian No. 9/4 (Nine by Four) Corresponding to L.R. Khatian No. 217 (Two One Seven), 219 (Two One Nine), 220 (Two Two Zero) & 1244 (One Two Four Four) of Mouza - Gourcharan, J.L. No. 81 (Two), Pargana - Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

L.R. PLOT NO	L.R. KHATIAN NO	ROR	AREA
143	220	RUPNI	0.09 ACRE
144	220	RUPNI	0.29 ACRE
	1244	RUPNI	0.28 ACRE
146	220	PURAN PATIT	0.11 ACRE
147	217	RUPNI	0.45 ACRE
	219	RUPNI	0.45 ACRE
	220	RUPNI	2.20 ACRE
	1244	RUPNI	2.55 ACRE
155	220	RUPNI	0.09 ACRE
	1244	RUPNI	0.03 ACRE
TOTAL AREA			6.54 ACRE

The Land is butted and bounded as follows:-

NORTH : Jhora,

SOUTH : Land of Sri Ram Bahadur & Others,

EAST : Land of Paribahan Nagar,

WEST : Road,

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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.

IN WITNESS WHERE OF We have signed this Power of Attorney at Siliguri on this the _____ day of December 2020.

WITNESSES:

1.

2.

P R I N C I P A L

Drafted by me and printed in my office.

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