



4/11/11

24(11)

Notarial Certificate

TO ALL TO WHOM these presents shall come, I TAPAN DAS duly appointed by the Central Government as a Notary and practising within the city of Kolkata & 24 Parganas, Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writing, 'A' are presented before me by the executant/s.

Saved Atunah Khan of 2, Golan Selani
Khan Road, Kolkata - 700039. and as stated.

TAPAN DAS
Notary, Govt of India
Regd. No. 483/94,
2, Bankshall Street
Kolkata - 700 001

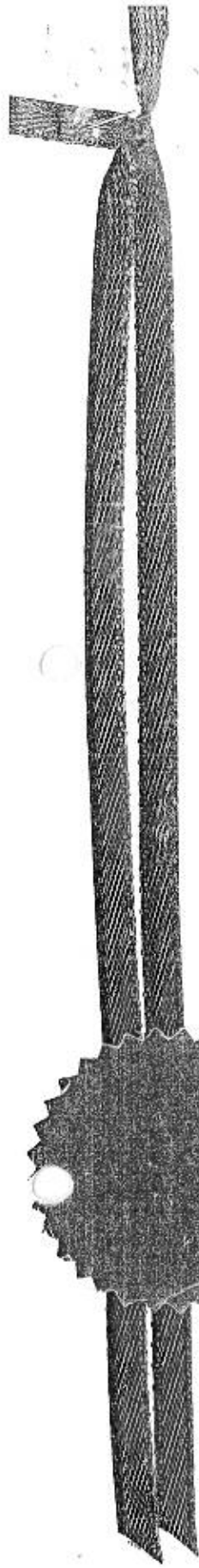
hereinafter referred as the "executant/s" on the 15th day of June in the year Two Thousand Eleven.

The "executant/s" having admitted the execution of the paper writing 'A' and being satisfied as to the identity of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereinto subscribed my name and affixed my seal of office this 15th day of June 2011.



15.6.2011
TAPAN DAS
Notary
Govt. of India
Kolkata & 24 Parganas
2 & 3 Bankshall Street
Kolkata - 700 001



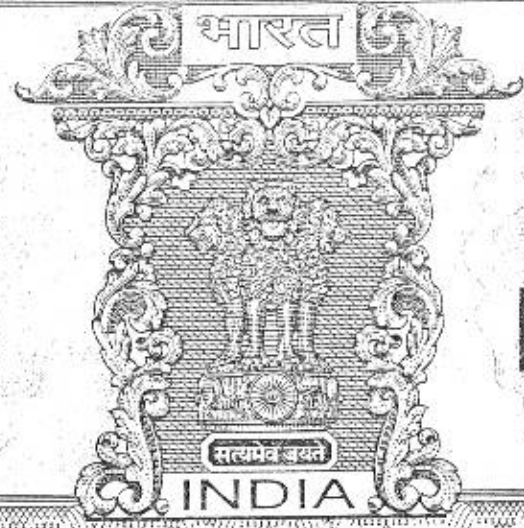
भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

रु. 50

Rs. 50



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 834081



POWER OF ATTORNEY

1. Date: 15.06.2011

2. Place: Kolkata

3. Parties :

3.1 Javed Ahmed Khan, son of Late Karim Buksh Khan, residing at 2, Golam Jelani Khan Road, Kolkata-700039

3.2 Shaheen Asad, daughter of Late Karim Buksh Khan and wife of Asad Mukhtar Siddique, residing at 2, Golam Jelani Khan Road, Kolkata-700039

3.3 Aquil Ahmed Khan, son of Late Karim Buksh Khan, residing at 2, Golam Jelani Khan Road, Kolkata-700039

3.4 Parvez Ahmed Khan, son of Late Karim Buksh Khan, residing at 2, Golam Jelani Khan Road, Kolkata-700039

① Shaheen Asad

⑤ Nasmeen Hossain

② J. Ahmed Khan

TAPAN DAS
Notary, Govt. of India
Regd. No. 483/94
3, Bankshall Street
Kolkata-700 001

③ J. Ahmed Khan
as constituted attorney of
Shamim Akter

③ Aquil Ahmed Khan

④ Parvez Ahmed Khan

15 JUN 2011



- 3.5 **Yasmeen Hossain**, daughter of Late Karim Buksh Khan and wife of ~~Apna Hossain~~ residing at 2, Golam Jelani Khan Road, Kolkata-700039
- 3.6 **Shamim Akhtar**, daughter of Late Karim Buksh Khan and wife of R.D. Khan, residing at 2, Golam Jelani Khan Road, Kolkata-700039
- (collectively **Grantors**)

And

- 3.7 **Srawan Kumar Himatsingka**, son of Late D.N. Himatsingka, of 50, Jawahar Lal Nehru Road, Kolkata-700071
- 3.8 **Vikash Agarwal**, son of Gokul Chand Agarwal, of 30, Jawahar Lal Nehru Road, Kolkata-700016
- 3.9 **Ideal Unique Realtors Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071
- (collectively **Attorneys**).

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Background

- 4.1 **Ownership of Said Property:** The Grantors are the owners of land measuring 14 (fourteen) *bigha* 16 (sixteen) *cottah* 9 (nine) *chittack* and 39 (thirty nine) square feet equivalent to 296.61 (two hundred ninety six point six one) *cottah* equivalent to 19,840.57 (nineteen thousand eight hundred and forty point five seven) square metres, situate, lying at and being Municipal Premises No. 10, East Topsia Road, Kolkata-700046, Police Station Tiljala, within Ward No. 66 of the Kolkata Municipal Corporation (KMC), Sub Registration District Sealdah, District 24 Parganas (South), more fully described in the **Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**).
- 4.2 **Desire to Construct:** The Grantors are desirous of constructing a complex comprising of commercial and office buildings and ancillary facilities and other areas on the Said Property (collectively **Said Complex**).
- 4.3 **Development Agreement:** For construction of the Said Complex, the Grantors have entered into an agreement of even date (**Development Agreement**) with Ideal Unique Realtors Private Limited, the Attorney No. 3.9 herein (**Developer**).
- 4.4 **Powers Pursuant to Development Agreement:** Under Clause 10.2 of the Development Agreement, it has been agreed that the Grantors shall grant a Power of Attorney to the Attorney No. 3.9 and its nominees for the purpose of construction of the Said Complex and for booking and sale of the Developer's Allocation (defined in Clause 11.2 of the Development Agreement), on the terms contained in the Development

- ① *Shakeen Abad*
 ② *T. Ahmed Khan*
 ③ *Stajid Ahmad Khan*
 ④ *Imam Ahmad Khan*

2
TAPAN DAS
 Notary, Govt. of India
 Regd. No 483/94
 8, Bankshall Street
 Kolkata-700 001

- ⑤ *Yasmeen Hossain.*
 ⑥ *T. Ahmed Khan*
as constituted attorney
for Shamim Akhtar

Agreement. Pursuant to the Development Agreement, the Developer has appointed/nominated the Attorney Nos. 3.7, 3.8 and itself to receive powers and authorities from the Grantors and the Grantors are hereby granting the following powers and authorities to the Attorneys.



5. Subject Matter of Power of Attorney

- 5.1 **Construction of the Said Complex:** Powers and authorities for construction of the Said Complex on the Said Property and acts ancillary thereto.
- 5.2 **Sale:** Powers and authorities for booking and sale of the Developer's Allocation as defined in Clause 11.2 of the Development Agreement.

6. Appointment

- 6.1 **Hereby Made by Grantors:** The Grantors hereby nominate, constitute and appoint the Attorneys as the lawful attorneys of the Grantors, to jointly and/or severally 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 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the Said Complex on the Said Property.
- 7.2 **Construction:** 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.
- 7.3 **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts with any third party under the terms and conditions as be deemed fit by the Attorneys.
- 7.4 **Watch and Ward:** To employ and appoint watchmen, guards, and other security personnel for the Said Property.
- 7.5 **Employment:** To employ architects, structural engineers, civil engineers, overseers, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 7.6 **Negotiation and Sale:** To appoint marketing agents and brokers and to negotiate for sale, book and enter into agreements for sale of the entirety or any portion of the Developer's Allocation as defined in the Clause 11.2 of the Development Agreement and to prepare, sign, execute and deliver allotment letters, agreements, sale deeds and other papers and documents in this regard. It is clarified that the authority to execute sale deeds shall be exercised by the Attorneys subject to handing over of the Owners' Allocation as defined in the Clause 11.1 of the Development Agreement to the Grantors and also subject

① Shaheen Abad
 ② F. Ahmed Khan
 ③ Sybil Ahmad Khan
 ④ Faraz Ahmad Khan

⑤ Nasreen Hossain

⑥ F. Ahmed Khan

JAPAN DAS
 Notary, Govt of India
 Regd. No 483/94
 8, Bankshall Street,
 Kolkata-700 012
 15 JUN 2008

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to the Owners refunding the entirety of the Security Deposit as mentioned in Clause 11.8 therein.

- 7.7 **Receiving Payments:** To receive all payments with regard to the sale of the Developer's Allocation as defined in the Clause 11.2 of the Development Agreement and acknowledge receipt of the payments.
- 7.8 **Permissions and Clearances:** To apply for and obtain all kinds of permissions and clearances required for such booking, entering into and executing such agreements, sale deeds, papers and documents.
- 7.9 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all such agreements, sale deeds and other papers and documents as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all such agreements for sale and sale deeds of the Developer's Allocation as defined in the Clause 11.2 of the Development Agreement.
- 7.10 **Appointment:** To appoint solicitors, advocates and/or other agents as may be required for effectually discharging the powers and authorities granted herein.
- 8. **Ratification**
- 8.1 **Hereby Made by Grantors:** The Grantors hereby ratify and confirm and agree to ratify and confirm all actions of the Attorneys in pursuance of this Power of Attorney.

**Schedule
(Said Property)**

Land admeasuring 14 (fourteen) *bigha* 16 (sixteen) *cottah* 9 (nine) *chittack* and 39 (thirty nine) square feet equivalent to 296.61 (two hundred ninety six point six one) *cottah* equivalent to 19,840.57 (nineteen thousand eight hundred forty point five seven) square metres, situate, lying at and being Municipal Premises No. 10, East Topsia Road, Kolkata-700046, Police Station Tiljala, within Ward No.66 of the Kolkata Municipal Corporation, Sub Registration District Sealdah, District 24 Parganas (South), delineated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

- On the North** : Partly by Science City and partly by vacant land
- On the East** : By Eastern Metropolitan Bypass
- On the West** : Partly by Municipal Premises No. 8, East Topsia Road and partly by vacant land
- On the South** : By B. N. Dey Road

- ① Shaheen Abad
- ② J. Ahmed Khan
- ③ *[Signature]*
- ④ *[Signature]*

- ⑤ Nasreen Hossain
- ⑥ J. Ahmed Khan

JAPAN DAS
Notary, Govt of Ind.
Regd No. 483/94
8, Bankchall Street,
Kolkata-700 003



ANNEXURE-2A

9. Execution and Delivery

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

Javed Ahmed Khan
Javed Ahmed Khan

Shaheen Asad
Shaheen Asad

Aquil Ahmed Khan
Aquil Ahmed Khan

Yasmeen Hossain
Yasmeen Hossain

Parvez Ahmed Khan
Parvez Ahmed Khan

Shamim Akhtar
as constituted attorney of Shamim Akhtar

[Grantors]

Accepted:

S.K. Himatsingka
Srawan Kumar Himatsingka

Vikash Agarwal
Vikash Agarwal

For IDEAL UNIQUE REALTORS PVT. LTD.

S.K. Himatsingka
Director

Ideal Unique Realtors Private Limited

[Attorneys]

Witnesses:

Signature Daruka
Name Keshav Daruka
Father's Name M.S. Daruka
Address Duka Garden
VIP Road, Kolkata - 700055

Signature Sharifal Hossain
Name Sharifal Hossain
Father's Name Aimal Hossain
Address 301 Lower Range
Kolkata - 700019

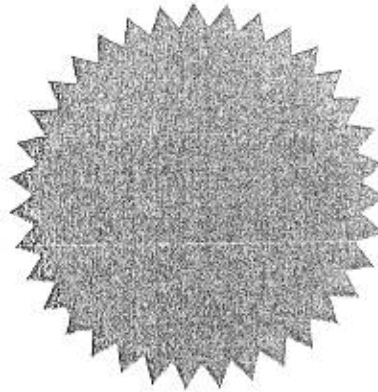
Signature (witness only)
for Identification of Ld. Advocate

Tapan Das
TAPAN DAS
Notary, Govt. of India
Kolkata - 24-Parganas

TAPAN DAS
Notary, Govt. of India
Regd. No. 483/9
8, Bankshall Street,
Kolkata - 700001

15 JUN 2011

Dated *15th* Day of *June* 2011.



In the Matter of :
Instrument 'A'
&
In the Matter of :
Notarial Certificate

TAPAN DAS

Advocate

&

NOTARY

for Kolkata & 24 Parganas

Govt. of India

2 & 3, Bankshal Street

Kolkata - 700 001

SECRETARY GENERAL
ALL INDIA NOTARIES ASSOCIATION (R)