

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 269722

Case no- 00035/19

**POWER OF ATTORNEY**

1. **Date:** 07<sup>th</sup> JANUARY Two Thousand and Nineteen
2. **Place:** Kolkata
3. **Parties**

3.1 **TEEKOY MERCANTILE PRIVATE LIMITED (PAN No. AAAC9295K)**  
(CIN No. U51109WB1994PTC066470) a company within the meaning  
of The Companies Act 1956 having its registered office situated at 1,

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15 OCT 2018

SL. NO. .... DATE .....

NAME .....

ADD. ....

AMT. ....

NATIONAL STAMP OFFICE  
Advocate  
6, Government House (North)  
Belle Meade, Calcutta,  
Kolkata - 700 001



MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

Netaji Subhas Road, Police Station Hare Street, Post Office GPO, Kolkata 700001, represented by its Director **Sri Neeraj Banka (DIN No. : 00574995) (PAN No. ADRPB5534C)** son of Radha Ballav Banka, residing at 364/1, G.T. Road, Howrah-711106, Police Station Golabari, Post Office - Salkia;

3.2

**RICON SALES PRIVATE LIMITED (PAN No. AABCR2602K) (CIN No. U51109WB1995PTC070882)** a company within the meaning of The Companies Act 1956 having its registered office at 2, Russel Street (now known as Anandilal Poddar Sarani), Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Manoj Kumar Prahladka (DIN No. : 01002234) (PAN No. AFOPP0366F)** son of Sri Mahesh Kumar Prahladka, residing at BA-10, Sector - I, Salt Lake City, Kolkata 700064, P.S Bidhannagar North, P.O. CC Block;

3.3

**CALICO DEALCOMM PRIVATE LIMITED (PAN No. AACCC2574N) (CIN No. U51109WB1994PTC066672)** a company within the meaning of the Companies Act 1956 having its registered office at 2, Russel Street (now known as Anandilal Poddar Sarani), Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Manoj Kumar Prahladka (DIN No. : 01002234) (PAN No. AFOPP0366F)** son of Sri Mahesh Kumar Prahladka, residing at BA-10, Sector - I, Salt Lake City, Kolkata 700064, P.S Bidhannagar North, P.O. CC Block;

3.4

**VAASTU REALTORS PRIVATE LIMITED (PAN No. AAACV9258Q) (CIN No. U70101WB1995PTC071742)** a company within the meaning of The Companies Act 1956 having its registered office at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700 071 represented by its Director **Sri Ashish Dalmia (DIN No. : 03394057) (PAN No. AFAPD3109G)** son of Sri Santosh Kumar Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge

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3.5 **DALMIA REALTORS PRIVATE LIMITED** (PAN No. AAACD9488L) (CIN No. U70101WB1995PTC071743) a company within the meaning of The Companies Act 1956 having its registered office at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Police Station Ballygunge, Post Office Ballygunge, Kolkata 700019, represented by its Director **Sri Ashish Dalmia** (DIN No. : 03394057) (PAN No. AFAPD3109G) son of Sri Santosh Kumar Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge

3.6 **AAHAR EXPORTS PRIVATE LIMITED** (PAN No. AACCA7496H) (CIN No. U51909WB1995PTC070924) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Authorized Signatory **Sri Ashish Dalmia** (PAN No. AFAPD3109G) son of Sri Santosh Kumar Dalmia, residing at 18, Pankaj Mullick Sarani (formerly known as Ritchie Road), Kolkata 700019, Police Station Ballygunge, Post Office Ballygunge

3.7 **RAMESHWAR TRADERS PRIVATE LIMITED** (PAN No. AAFCR5238R) (CIN No. U51909WB1995PTC070964) a company within the meaning of The Companies Act 1956 having its registered office at 2, Anandilal Poddar Sarani (previously Russel Street), 1<sup>st</sup> floor, Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Deepak Kumar Chaudhary** (DIN No. : 00870219) (PAN No. ACNPC9855E) son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road;

3.8 **PURNIMA TEXTRADE PRIVATE LIMITED** (PAN No. AAGCP2551E) (CIN No. U51109WB1995PTC071082) a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Chapel Road, Police Station Hastings, Post Office Bakery Road, Kolkata 700022, represented by its Director **Sri Deepak Kumar Chaudhary** (DIN No. : 008702019) (PAN No. ACNPC9855E) son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road

- 3.9 **PUSHPSALA SALES PRIVATE LIMITED (PAN No. AAGCP2553E) (CIN No. U51109WB1995PTC070993)** a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Chapel Road, Police Station Hastings, Post Office Bakery Road, Kolkata 700 022, represented by its Director **Sri Deepak Kumar Chaudhary (DIN No. : 00870219) (PAN No. ACNPC9855E)** son of Sri Santosh Kumar Chaudhary, residing at 2, Chapel Road, Kolkata 700022, Police Station Hastings, Post Office Bakery Road;
- 3.10 **GYANDEEP MERCHANTS PRIVATE LIMITED (PAN No.AABCG0740P) (CIN No.U51109WB1995PTC070982)** a company within the meaning of The Companies Act 1956 having its registered office at 2, Anandilal Poddar Sarani (previously Russel Street), Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Navin Joshi (DIN No. : 00500770) (PAN No. ACQPJ3370A)** son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore;
- 3.11 **MAHAVIR COMMODITIES PRIVATE LIMITED (PAN No. AABCM9136F) (CIN No. U51109WB1995PTC071056)** also a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Navin Joshi (DIN No. : 00500770) (PAN No. ACQPJ3370A)** son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore;
- 3.12 **JOSHI REALTORS & DEVELOPERS PRIVATE LIMITED (PAN No. AAACJ7258C) (CIN No. U70109WB1994PTC061997)** a company within the meaning of The Companies Act 1956 having its registered office situated at 2, Anandilal Poddar Sarani (previously Russel Street) Police Station Shakespeare Sarani, Post Office Middleton Row, Kolkata 700071, represented by its Director **Sri Navin Joshi (DIN No. : 00500770) (PAN No. ACQPJ3370A)** son of Late Nawal Joshi, residing at 5B, Penn Road, Penn Court, Kolkata 700027, Police Station Alipore, Post Office Alipore.

(collectively **Grantors**)

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3.13 **P S GROUP REALTY PRIVATE LIMITED (formerly PS Group Realty Limited)** (PAN No. **AABCP5390E**) (CIN No. **U65922WB1988PTC044915**), a company within the meaning of The Companies Act 1956 having its registered office situated at 'The Address', Front Block, 1002 E.M. By Pass, Police Station Pragati Maidan and Post Office Dhapa, Kolkata-700105;

(Attorney).

**NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:**

**4. Background**

- 4.1 **Ownership of said Property :** The grantors are the joint and absolute owners of land measuring 2 Bighas 1 Cottha 7 Chittacks and 15 Sq. ft. more or less **TOGETHER WITH** structures and dwelling units erected, thereon, situate, lying at and being municipal premises 2, Anandilal Poddar Sarani also known as Russel Street (formerly known as 2, 2A and 2B, Russel Street), Police Station Shakespeare Sarani, within the limits of Ward No. 63 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 new building (**said Building**) on the Said Property and the Grantors have further decided to grant power to the Developer to develop and commercially exploit the property (the development collectively **Said Project**).
- 4.3 **Development Agreement:** By an Agreement dated 20th day of June, 2016, registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2016, Pages 93795 to 93921, Being No. 190202699 for the year 2016 as modified by the Supplemental Agreement dated 03rd September 2018 registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Being No.190200011 for the year

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2019 (**Development Agreement**), the Grantors have appointed the Attorney No. 3.13 as the developer of the Said Property for development of the said Building and to commercially exploit and sell or otherwise transfer all the Saleable Areas and share the revenue realized from the sale of the Saleable Areas in the ratio 68.50%:31.50% (with 68.50% belonging to the Grantors and 31.50% belonging to the Attorney), 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, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, Calcutta Electric Supply Corporation Limited (collectively **Other Authorities**).

4.5 **Reason for Granting of Powers:** Under the Development Agreement, it has been agreed that the Grantors shall grant a Power of Attorney to the Attorney No. 3.13 for **(1)** causing sanctioned/revalidated/modified/alterd 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 in terms of the Development Agreement **(3)** for booking and sale of the Saleable Areas (**Units**) in the Said Building to the prospective purchasers/transferees after sanction of the building plan only (collectively **Transferees**). 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 Buildings:** Powers and authorities for construction of the Said Buildings on the Said Property in terms of the Development Agreement.

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5.3 **Sale:** Powers and authorities for sale of the Units in the Said Building to the Transferees.

**6. Appointment**

6.1 The Grantors hereby nominate, constitute and appoint the Attorney jointly and/or severally 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 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 and Rules, including

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but not limited to clearances under the (1) West Bengal Land Reforms Act, 1955, (2) Urban Land (Ceiling & Regulations) Act, 1976, (3) West Bengal Housing Industry Regulation Act, 2017 and (4) Real Estate (Regulation & Development) Act, 2016 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, Police, both Civil Court and Criminal Courts, Land and Land Reforms 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. The Grantor's Share of Net Revenue from sale of the Saleable Areas shall be paid to the respective Grantors bank account in terms of the Development Agreement.

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- 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 Buildings 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 Buildings 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 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of development of the Said Property 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. and to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding as the occasion shall require and/or as the said Attorney may think fit and proper.
- 7.16 **Outgoings:** To pay all outgoings, including municipal taxes, etc. in respect of the Said Property/ Said Buildings and to collect receipts therefore.

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- 7.17 **Negotiation and Sale:** To negotiate for sale sign execute and deliver any Agreement for Sale and/or Deed(s) Of Conveyance for sale of the units and parking spaces forming part of the Saleable Areas in the said Building at the said Property and to sell convey and transfer the same together with undivided proportionate share in the land comprised in the said Property and the common areas and installations thereat attributable thereto to the Transferees on terms and conditions as be deemed fit by the Attorney and for the said purpose to do all acts, deeds, matters and things as the said "Attorney" shall at their discretion think proper including appearing and representing "the Grantors" before The Registration Authorities and any other Authorities as the said Attorney's shall think fit and proper.
  
- 7.18 **Receive Payments:** To receive all payments with regard to the sale of the Saleable Areas in the said Building from the Transferees and acknowledge receipt of the payments and grant discharge to the person paying the same.
  
- 7.19 **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 Saleable Areas in the Said Buildings
  
- 7.20 **Loans:** To allow the Transferees agreeing to purchase any part of Saleable Areas to take loan/finance in respect thereof from any Banks or Financial Institutions without involving, without binding, without creating any financial obligation or liability whatsoever or howsoever upon the Grantors.

**8. Covenants and Ratification**

- 8.1 **Covenants:** The Attorney No. 3.13 agrees and covenants with the Grantors that **(1)** all the costs, charges and expenses for development of the said property and construction of the new building thereat shall be borne and paid by the Attorney No. 3.13 **(2)** and that no financial or other liability of any nature shall be created on or be payable by the Grantors by virtue of grant of this Power of Attorney or by the exercise of any power or

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authority under this Power of Attorney and (3) the liabilities and obligations of the Grantors shall be limited to those 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.

**Schedule**  
**(Said Property)**

All that an area of 02 Bighas 01 Cotthas 07 Chittacks and 15 Sq. ft. be the same a little more or less Together with two storied pucca brick built building, hereditaments, tenements, dwelling houses, out-houses, shops, show room, garages, boundary walls and other structure whatsoever lying erected and/or built thereon situate lying at and being Municipal Premises No. 2, Anandilal Poddar Sarani also known as Russel Street (formerly known as 2, 2A and 2B, Russel Street), being Holding No. 5, in Block - XVIII in the South Division of the town of Calcutta and butted and bounded in the manner as follows:-

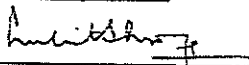
On the North by : Premises No. 33, Chowringhee Road, occupied by Bengal Club

On the South by : Premises No. 2/1, Anandilal Poddar Sarani,

On the East by : Anandilal Poddar Sarani, and

On the West by : Partly by Premises No. 34, Chowringhee Road and partly of 2/1, Anandilal Poddar Sarani,

**Drafted by me:-**



Ankit Shroff, Advocate  
C/o. Pankaj Shroff & Company, Advocates  
4, Government Place (North)  
8<sup>th</sup> floor, Kolkata-700001  
Enrolment No. F/66/2008

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9. Execution and Delivery

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

For DALMIA REALTORS PRIVATE LIMITED

A.   
Director

PURNIMA TEXTRADE (P) LTD.

  
Director

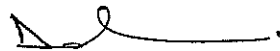
For DALMIA REALTORS PRIVATE LIMITED

A.   
Director

PUSHPSALA SALES (P) LTD.

  
Director

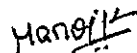
For AAMAR EXPORTS PRIVATE LIMITED

A.   
Authorized Signatory

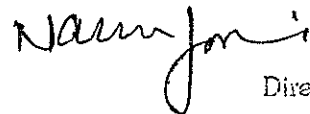
RAMESHWAR TRADERS (P) LTD.

  
Director

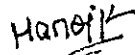
For CALICO DEALCOMM PVT. LTD.

  
Director

GYANDEEP MERCHANTS PVT. LTD.

  
Director

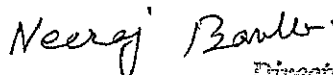
For RICON SALES PVT. LTD

  
Director

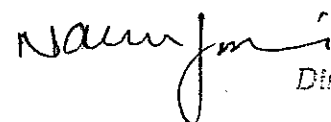
SARAVI COMMODITIES PVT LTD

  
Director

For TEEKOY MERCANTILE PVT. LTD.

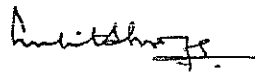
  
Director

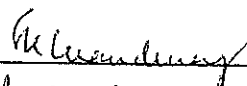
JOSHI REALTORS & DEVELOPERS PVT. LTD.












  
Director












[Grantors]












Witnesses:












Signature   
Name ANKIT SHROFF  
Father's Name MR. PANKAJ SHROFF  
Address 4, Government Place North,  
8<sup>th</sup> floor, Kolkata - 700001.

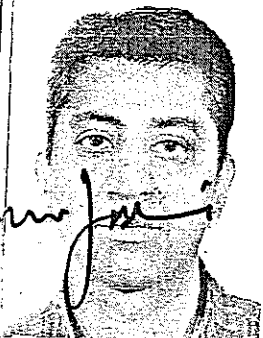




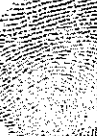





Signature   
Name Santosh Kumar Chaudhary  
Father's Name Shri. Kujal Chaudhary  
Address 2, Chapal Road, Hastings,  
Kolkata - 700022

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring Hand	Little	

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

<i>Finger prints of the above executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
					
Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little	

Dated this 07<sup>th</sup> day of JANUARY, 2019

From

**Teekoy Mercantile Private Limited & Ors.**

... Grantors

To

**PS Group Realty Private Limited**

... Attorney

**POWER OF ATTORNEY**

Re :

**Premises 2, Russel Street,  
Kolkata 700071.**