

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the Document
is Admitted to Registration, the
Signature Sheet and the Endr-
osements Attached with this
Document are the Part of this
Document.

A D.S.R. Durgapur
Burdwan

01 DEC 2011

POWER OF ATTORNEY

[Signature]
Chief Executive Officer,
Asansol Durgapur Development Authority

TO ALL TO WHOM THESE PRESENTS SHALL COME We, ASANSOL DURGAPUR DEVELOPMENT AUTHORITY, a body constituted by the Government of West Bengal under section 11 of the West Bengal Town and Country (Planning & Development) Act, 1979, having office at City Centre, Durgapur-713 216, District-Burdwan (W.B.), (hereinafter referred to as the "**ADDA**") hereby declare and confirm as follows:

Sl. No. 7843 Date 28/4/11
 Name C E O ADDA
 Address 588
 Value of Stamp Paper
 Date of purchase of the Stamp
 Paper from Treasury 25/11/08
 Name of the treasury from
 where purchased Durgapur
 J. K. Nath Mandal
 Stamp, 1/10/10
 Durgapur, Dist. Murshidabad-13
 Licence No-1/10

- Satish Dutt

V.C.T.I. No. - 2365
 2365

- Satish Dutt



J. K. Nath Mandal
 District Sub-Registrar
 Durgapur, Murshidabad

30 NOV 2011

Sumanesh Ray
 S/o Late Asis Kanta Roy
 ADDA, City Centre, Durgapur-16

WHEREAS:

Chief Executive Officer,
Asansol Durgapur Development Authority

- A. The Government of West Bengal is seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing an aggregate area of 100 acres (more or less) lying at and comprised in various Plots, presently recorded in *Khatian* No. 198, in *Mouza*-Sovapur, J.L. No. 46, P.S. Durgapur (formerly Faridpur), Registration Office-Durgapur, District-Burdwan (W.B.), (hereinafter referred to as the "**IQ City**") in pursuance of the resumption order made by notification No. 309-LR/3M-81/GE(M), dated 30.01.2006, of the Land & Land Reforms Department, Government of West Bengal, subsequent to relinquishment of the unutilised land by the Steel Authority of India Limited, Durgapur Steel Plant, Durgapur by its memo No. MD/9(1), dated 19.11.2005.
- B. By a Memorandum of Understanding dated 29.05.2009 (hereinafter referred to as the "**MoU**") made between the ADDA as the Party of the One Part and **SPS Mani Infrastructure Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its Registered Office at 68A, Ballygunge Circular Road, Kolkata-700 019, (hereinafter referred to as the "**Developer**") as the Party of the Other Part and registered (after paying due stamp duty ~~was~~) with ADSR, Durgapur, District-Burdwan (W.B.) in Book I, CD Volume No.9, Pages 2926 to 2946, being No. 03392 for the year 2009, the ADDA agreed and permitted the Developer to develop **ALL THAT** a divided and demarcated parcel of the IQ City, such parcel containing an aggregate land of 49.946 acres (more or less) mentioned in the Schedule appended hereinbelow (which parcel is hereinafter referred to as the

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Additional District Sub-Registrar
Durgapur, Burdwan

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"Development Parcel") for the consideration and on the terms and conditions therein contained.

- C. Permissive possession of the Development Parcel was made over by the ADDA to the Developer in terms of Certificate No. ADDA/DGP/L-455/CS-58/05-06 Pt-II, dated 26.10.2010.
- D. Plan for development and construction at the Development Parcel has been sanctioned by the Durgapur Municipal Corporation by the Building/ Development Plan No. CB/136/10 of 2010-2011, dated 21.12.2010.
- E. Under the MoU, the Developer is entitled to develop and market the project at the Development Parcel to the prospective buyers who would be interested to purchase the units therein.
- F. We are desirous of granting necessary powers and authorities to the Developer for the purpose of efficient and speedy execution of the project as per the terms of the MoU.

NOW KNOW ALL MEN BY THESE PRESENTS that we, the said **ASANSOL DURGAPUR DEVELOPMENT AUTHORITY**, do hereby nominate, constitute and appoint the said **SPS Mani Infrastructure Pvt. Ltd.** as our true and lawful Attorney to do, execute and perform, or cause to be done, executed and performed, in our name and on our behalf, such of the below mentioned acts, deeds, matters and things relating to the Development Parcel as are, in terms of the MoU, within our power, authority and jurisdiction, subject to the condition that, unless the context otherwise requires, the following words and expressions mentioned hereinafter in these presents shall have the following meanings, respectively:


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1. MEANINGS:

- (a) "ADDA" means the Asansol Durgapur Development Authority, a body constituted by the Government of West Bengal under section 11 of the West Bengal Town and Country (Planning & Development) Act, 1979, having its office at City Centre, Durgapur-713 216, District-Burdwan (W.B.);
- (b) "Developer" means the SPS Mani Infrastructure Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its Registered Office at 68A, Ballygunge Circular Road, Kolkata-700 019;
- (c) "Development Parcel" means the land containing an aggregate area of 49.946 acres (more or less) mentioned in the Schedule appended hereinbelow;
- (d) "MoU" means the Memorandum of Understanding dated 29.05.2009 made between the ADDA as the Party of the One Part and the Developer as the Party of the Other Part and registered (after paying due stamp duty ~~etc.~~) with ADSR, Durgapur, District-Burdwan (W.B.) in Book I, CD Volume No.9, Pages 2926 to 2946, being No. 03392 for the year 2009;
- (e) "Schedule" means the Schedule appended hereinbelow.

2. ACTS, DEEDS, MATTERS AND THINGS:

- (a) To have the Development Parcel developed by construction of the Multi-storied Housing Complex as per the project, containing residential buildings, commercial/market complex, community and recreational facilities and/or structures thereon in accordance with the approved plan and, for the said

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Assistant District Sub-Registrar
Durgapur, Burdwan

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purpose, to do soil testing, excavation and all other works.

- (b) To apply for and obtain sanction of plan for construction of Multi-storied Housing Complex on the Development Parcel for the maximum of FAR from the concerned municipal and other authorities and, for the said purpose, to apply for and obtain in our name all the requisite permissions, sanctions, clearances, NOC etc.
- (c) To appear before all necessary authorities, like Durgapur Municipal Corporation, Fire Brigade Aviation, Telecom, Pollution Control Board, Electricity Board, PWD and Police, in connection with the execution of the project and construction of the Multi-storied Housing Complex.
- (d) To apply for and obtain such permissions as may be necessary for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of the Complex.
- (e) To apply for and obtain electricity, water, gas, sewage and culvert connections and connections of other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
- (f) To negotiate with the prospective buyers for proposed conveyance upon them of the leasehold right of the units in the Development Parcel and the rights appurtenant thereto and to enter into agreements with them for effecting such proposed conveyance containing such provisions as are provided for in the MoU and to

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sign, execute, modify, cancel, alter and draw agreements for the proposed conveyance upon the prospective buyers of the leasehold right in the units in the Development Parcel and get such papers, documents, contracts, agreements, declarations, affidavits, applications, returns, confirmations, consents and other documents as may be required in connection with the development and construction in the Development Parcel and the proposed conveyance of the leasehold right of the units in the Development Parcel.

- (g) To appear and represent us before any lending Bank/ Financial Institution/ any other concerned body or authority and to do all acts, deeds and things and to sign, execute, affirm, submit, acknowledge, register and perform or have registered and performed all papers, documents, instruments, writings, rectifications, modifications etc. as may be required by the necessary authorities for sanctioning any construction loan in favour of the Developer or Home Loan in favour of any prospective buyer of any unit in the Development Parcel or as may, in any way, be found necessary or expedient by the Developer without creating any financial liability on the ADDA and without alienating, encumbering or otherwise suffering any interest of the ADDA in, or suffering any encumbrance or liability whatsoever on, any portion of the Development Parcel and subject also to the condition that, notwithstanding anything contained hereinabove, the Developer, though acting as the Attorney, shall always have to remain within the Developer's limitations in this respect as mentioned in the MoU.

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Additional District Sub-Registrar
Durgapur, Burdwan

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- (h) To appear before the Notary Publics, Metropolitan and Executive Magistrates and all other Officer or Officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
- (i) After execution of the project and construction of the Complex, to sign and submit all papers, applications and documents for having the mutation done in all public records and with all authorities and/or persons, including the Municipality, and, if necessary, to deal with such authorities and/or persons for that purpose.
- (j) To engage and appoint Architects, Engineers and Consultants, cause preparations of building plans, appear before the Municipality and other authorities and Government Departments and/or Offices for all matters connected with the development and construction of the Complex and/or other building (as may be lawful under the MoU) in the Development Parcel and also for connections of utilities and, in connection therewith, sign all papers and documents.
- (k) To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands against any person or body (such body or person not being the Developer or its holding or subsidiary company or any constituent thereof), touching any of the matters mentioned hereinabove and also, if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings, before any Court, Civil, Criminal or

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Additional District Sub-Registrar
Durgapur, Burdwan

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Revenue, in connection with the terms and conditions and the implementation of the MoU.

- (l) To accept notices and service of papers all moneys from any Court, Tribunal, Postal and/or other authorities and/or persons, in connection with the terms and conditions and the implementation of the MoU.
- (m) To receive and pay and/or deposit all moneys in the Courts, including paying Court fees, and receive refunds therefrom and to receive and grant valid receipts and discharges in that respect, in connection with the terms and conditions and the implementation of the MoU.
- (n) To indemnify and keep indemnified the ADDA during and after execution of the project from any claim or demand whatsoever by any party/parties whatsoever.
- (o) To carry out do or perform all the acts, deeds and things incidental to the acts, deeds and things mentioned hereinabove.

NOTWITHSTANDING ANYTHING CONTAINED IN THESE PRESENTS, no provision contained in these presents shall empower the Developer with a power, authority or jurisdiction which, in terms of the MoU or otherwise, does not rest with, stand conferred upon, or vest in, the ADDA.

AND WE DO HEREBY RATIFY AND CONFIRM and agree to ratify and confirm all and whatsoever the Attorney shall lawfully do or cause to be done under these presents, so long as the MoU and these presents are valid and subsisting.

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Additional District Sub-Registrar
Durgapur, Burdwan

30 NOV 2011.

SCHEDULE

(above referred to)

Chief Executive Officer,
Kansol Durgapur Development Authority

[Development Parcel (containing an aggregate area of 49.946 acres)]

ALL THOSE several pieces and parcels of contiguous land containing an aggregate area of 49.946 acres (or 3021.7 *cattahs* or 2175647.7 sq. ft.) (be the same a little more or less) lying at and comprising in Plots Nos. 247 (part), 248 (part), 249 (part), 252(part), 253, 254(part), 255(part), 256(part), 257(part), 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 264/2360, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 338(part), 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355(part), 358(part), 361(part), 362(part), 363, 364(part), 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383(part), 389(part), 390(part), 391(part), 430(part), 431(part), 557(part) and 558, all within *Mouza-Sovapur*, J.L. No. 46, *Khatian* No. 198, P.S. Faridpur at present Durgapur, Sub-Division-Durgapur, District-Burdwan (West Bengal), and butted and bounded as follows:

- on the North : land of SPS Synergy Foundation;
- on the South : canal;
- on the East : vacant land;
- on the West : canal and metal road.

SK by
30/11/2011



Additional District Sub-Registrar
Durgapur, Burdwan

30 NOV 2011

IN WITNESS WHEREOF, we have executed these presents on this
.....30th..... day ofNovember....., 2011.

SIGNED AND DELIVERED by the
Chief Executive Officer, Asansol
Durgapur Development Authority, for
and on behalf of Asansol Durgapur
Development Authority at Durgapur.


Chief Executive Officer,
Asansol Durgapur Development Authority

In the presence of the witnesses:

1.


Asstt. Executive Officer
Asansol Durgapur Dev. Authority

SPS MANI INFRASTRUCTURE (P) LTD.

Authorised Signatory

2.


U. D. A.
Asansol Durgapur Dev. Authority
City Centre, Durgapur-16


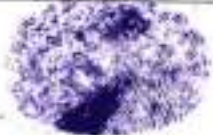










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Additional District Sub-Registrar
Durgapur, Burdwan

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All the fingerprints & passport size Colour Photographs of the executive Concerned are here by attested accordingly, individually,

PHOTOGRAPH	ADDA Durgapur		Joint Lessee (If any)
		<i>Natish Dhote</i>	
LTI			
LFI			
LMFI			
LRFI			
LLFI			
RTI			
RFI			
RIFI			
RMFI			
RRFI			
Signature		<i>Natish Dhote</i>	



Additional District Sub-Registrar
Durgapur, Burdwan

30 NOV 2011



Government Of West Bengal
Office Of the A. D. S. R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : IV - 00365 of 2011
(Serial No. 09470 of 2011)

On

Payment of Fees:

On 30/11/2011

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

Presented for registration at 16.10 hrs on :30/11/2011, at the Private residence by Aatish Dhote
 Claimant.

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

Execution is admitted on 30/11/2011 by

1. Aatish Dhote
 Authorised Signatory, S P S Mani Infrastructure (P) Ltd., 68 A, Ballygunge Circular Road,
 District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700019 .
 By Profession : Business

Identified By Sumanesh Ray, son of Late Asis Kanta Roy, City Centre, Durgapur, Thana:-Durgapur,
 District:-Burdwan, WEST BENGAL, India, P.O. :- Pin :-713216 , By Caste: Hindu, By Profession:
 Service.

Admission Execution(for exempted person)

1. Execution by A Acharya

who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of
 1908, is proved by his seal and signature.

(Satyajit Biswas)
 ADDITIONAL DISTRICT SUB-REGISTRAR OF
 DURGAPUR

On 01/12/2011

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/-, on 01/12/2011

(Under Article : E, 13/12/2011)



Additional District Sub-Registrar
 Durgapur, Burdwan
 (Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 1 of 2

01/12/2011 13:58:00





Government Of West Bengal
Office Of the A. D. S. R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : IV - 00365 of 2011
(Serial No. 09470 of 2011)

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR

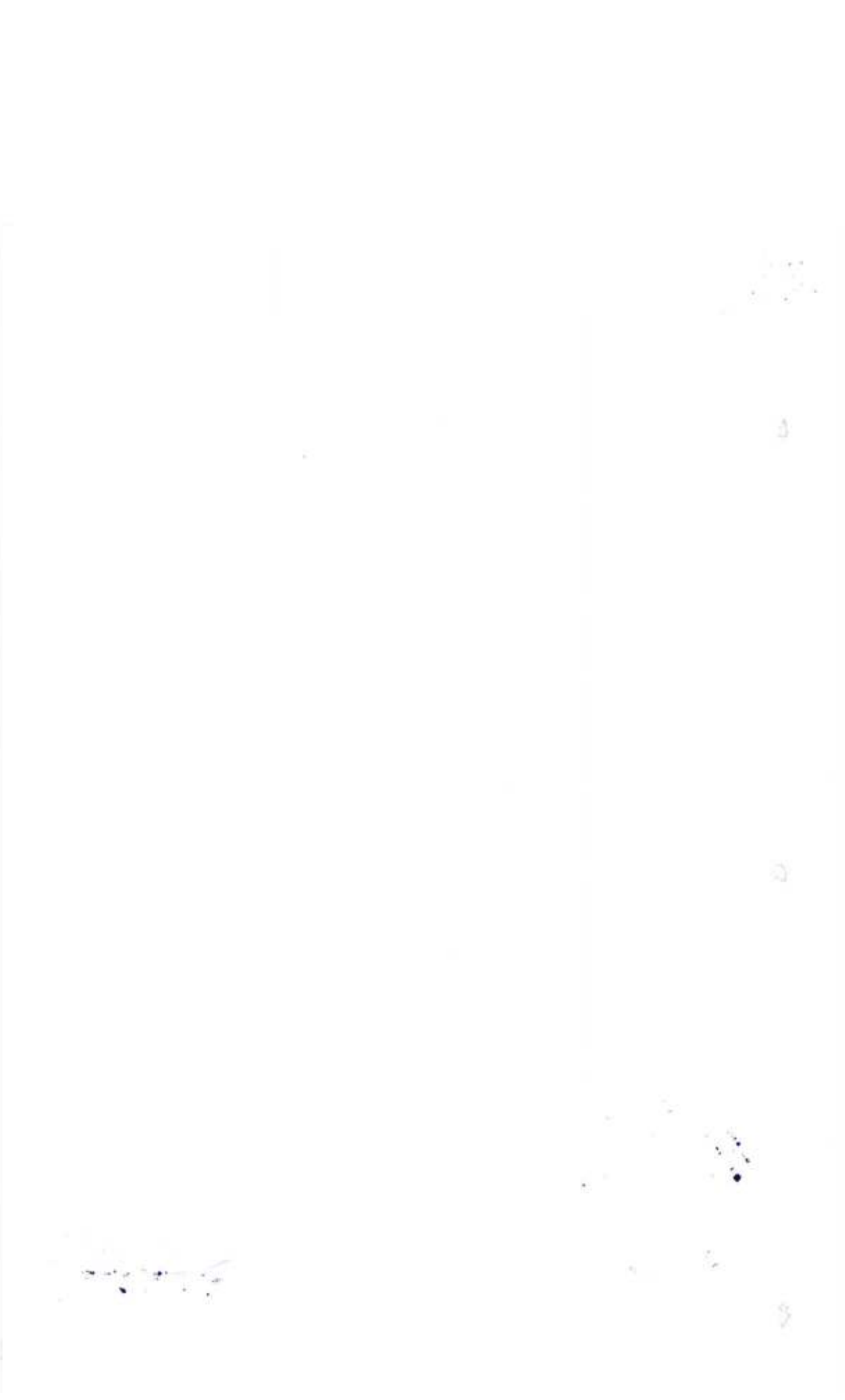



Additional District Sub-Registrar
Durgapur, Burdwan
(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 2 of 2

01/12/2011 13:58:00



Certificate of Registration under section 60 and Rule 69.


Registered in Book - IV

CD Volume number 1

Page from 3675 to 3689

Being No 00365 for the year 2011.




(Satyajit Biswas) 01-December-2011
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A. D. S. R. DURGAPUR
West Bengal



Government Of West Bengal
Office Of the A. D. S. R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : IV - 00365 of 2011
(Serial No. 09470 of 2011)

On

Payment of Fees:

On 30/11/2011

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

Presented for registration at 16.10 hrs on 30/11/2011, at the Private residence by Satish Dhote
Claimant.

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

Execution is admitted on 30/11/2011 by

1. Satish Dhote
Authorised Signatory, S P S Mani Infrastructure (P) Ltd., 68 A, Ballygunge Circular Road,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700019 .
By Profession : Business
Identified By Sumanesh Ray, son of Late Asis Kanta Roy, City Centre, Durgapur, Thana:-Durgapur,
District:-Burdwan, WEST BENGAL, India, P.O. :- Pin :-713216 , By Caste: Hindu, By Profession:
Service.

Admission Execution(for exempted person)

1. Execution by A Acharya
who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of
1908, is proved by his seal and signature.

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR

On 01/12/2011

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Payment of Fees:

Amount By Cash

Rs. 7/-, on 01/12/2011

(Under Article : E = 7/- on 01/12/2011)



(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR

(Signature)
Additional District Sub-Registrar
Durgapur, Burdwan

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR


20/01/2012 11:46:00

EndorsementPage 1 of 1

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 501
Page from 18 to 34
being No 00365 for the year 2011.




(Satyajit Biswas) 20-January-2012
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A. D. S. R. DURGAPUR
West Bengal

