



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

F 944523

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME we, WEST BENGAL INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION, a corporation established under the West Bengal Industrial Infrastructure Development Corporation Act, 1974, having its office at 5, Council House Street, 3rd Floor, Kolkata-700001, SEND GREETINGS :

WHEREAS

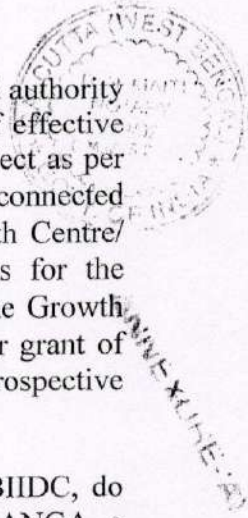
- A. By a development agreement dated, 6th Day of July, 2009, hereinafter called "the said Agreement", West Bengal Industrial Infrastructure Development Corporation, hereinafter called "WBIIDC", engaged Kanchan Janga Integrated infrastructure Development Private Limited, hereinafter called "KANCHANJANGA" as the developer for the development of all that piece and parcel of land situate at Fatapukur described in the schedule hereto and hereafter referred to as "the Land", as a Growth Centre (hereinafter referred to as "the Project").

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Nunny
Regd. No. 379/92
1, Barkeshall Street
Calcutta-700001

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SUMANTA CHAUDHURI, MS
Chief Executive Officer,
West Bengal Industrial Infrastructure
Development Corporation,
5, Council House Street, (3rd Floor)
Kolkata-700001



B. WBIIDC is desirous of granting necessary powers and authority to KANCHANJANGA, inter alia, for the purpose of effective and speedy execution and implementation of the Project as per terms of the said Agreement and to do various acts connected with the construction and development of the Growth Centre/ Industrial Park including raising necessary finances for the Project by mortgaging the land and/or the units of the Growth Centre / Industrial Park and also for allotment and/or grant of lease of the undivided portions of the land to the prospective purchaser/lessees.

NOW KNOW YE BY THESE PRESENTS that we, said WBIIDC, do hereby nominate, constitute and appoint the said KANCHANJANGA, a company having its registered office at 28/1,Shakespeare Sarani, Ganga Jamuna Building Kolkata 700 017, as our true and lawful attorney and agent, on our behalf and in our name acting as aforementioned, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereafter.

- 1) To enter into hold and defend possession of the Land and every part thereof and also to manage, maintain and administer the Land and all buildings and constructions to be constructed thereon and every part thereof.
- 2) To develop the Land by way of construction of the Growth Centre as per the Agreement, comprising roads, buildings and other structures thereon as per the approved plan and for the said purpose, to do soil testing, excavation and all other works.
- 3) To raise necessary finance for execution of the Scheme including finance from banks and / or other bodies or persons for the development of the Land and for that purpose create mortgage or any other lien over the Land, entirely or parts thereof and/or the various components of the service industrial hub / growth centre in favour of banks, financial institutions and/or other bodies or persons. For this purposes ,WBIIDC would provide all sorts assistance relating to title of the Land to the financial institution if required.
- 4) To sign, execute and submit all building plans, documents, statements, undertakings and declarations as may required for having the requisite plans sanctioned and/or such sanctioned

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[Handwritten signature]
KANCHANJANGA
28/1, Shakespeare Sarani
Ganga Jamuna Building
Kolkata 700 017

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(3)

plans modified and/or altered by the appropriate municipal and/or local authority.



- 5) To pay such fees as may be necessary for aforesaid sanction and/or modification or alteration of the sanctioned plans.
- 6) To appear before all necessary authorities, including the appropriate municipal and/or local authorities, with a liberty to appear in all forums of statutory and judiciary authorities including different tribunals, lower court, High court and Supreme Court, Fire Service Departments, Public Health Engineering Department, the Appropriate Electricity Board, West Bengal Pollution Control Board, the Department of Environment, Government of West Bengal, etc. and all competent Courts and Police, in connection with the implementation of the Project.
- 7) To apply for and obtain such permissions, as may be necessary, for obtaining steel, cement, bricks and other construction and building materials and construction equipments and to appoint contractors and/or sub-contractors for the purpose of implementation of the Project.
- 8) To apply for and obtain electricity, water, gas, sewage and/or connections or any other utilities, permits for lifts and also the completion and other certificates from the appropriate municipal and/or local authority and/or other authorities.
- 9) To receive the maintenance corpus deposit, common area maintenance (CAM) charges, and / or arrears of CAM charges from the allottees/sub-lessees.
- 10) To warn off and prohibit any trespassers on the Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
- 11) To negotiate for the lease of the undivided portion of the Land and the rights appurtenant thereto and to enter into agreements, with proposed lessees and/or other persons and to receive allotment money balance consideration either by way of down payment or by installment payments and/or collect the annual lease rentals from the lessees and/or arrears thereof and also to fulfill and enforce mutual obligations hereunder.

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H. N. MAITR
Notary
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3, Bankshall Street
Calcutta-1

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WBIIDC as well as KANCHANJANGA undertakes that at the time of actual execution of such sub-lease to the subsequent transferees, necessary stamp duties shall be paid by the subsequent transferee at the prevailing rate in the office of the Registrar / ADSR / Sub-Registry office.



- 12) To sign, execute, enter into, modify, cancel, alter, draw, approve, agreements and/or deeds of conveyances for transfer and to admit execution thereof and get such documents duly registered and all papers, documents, contracts, agreements, declarations as may in any way be required to be so done for and in connection with the development and transfer of the Land or any part thereof.
- 13) To appear before notary publics, district registrars, sub-registrars, registrar of assurance, 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.
- 14) To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, in connection with any of the matters aforesaid, and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid, before any court, civil, criminal or revenue, including rent controller and small causes court.
- 15) To accept notices and service or papers from any court, postal and/or other authorities and/or persons.
- 16) To receive and pay and/or deposit all moneys, including court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
- 17) To sign and submit all papers, application and documents for implementation of the Project and also for separation/amalgamation and mutation, if necessary effected in all public records and with all authorities and/or persons, including the appropriate municipal and/or local authority and other relevant authorities, in respect of the Land, and if necessary, to deal with such authority and authorities in any

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R. N. MAITI
Notary
Regd. No. 379/52
Bankshall Street
Calcutta-1

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(5)

manner, to have such separation, amalgamation and mutation effected, if necessary.

- 18) To engage and appoint architects and consultants, cause preparation of building plans, appear before the relevant municipal and/or local authorities and other authorities and government departments both central and state and/or offices and also all other state executive, judicial or quasi-judicial, municipal and other authorities and also courts and tribunals, for all matters connected with the development and implementation of the Project and/or other buildings on the Land and connection of utilities, to sign all petition, vakalatnamas, memo and other papers and documents.
- 19) To pay all outgoing, including municipal tax, urban land tax, revenue and other charges whatsoever payable for and on account of the Land and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharges therefore.
- 20) To give undertakings, assurances and indemnities as may be required for the purposes aforesaid.
- 21) To appear and represent WBIIDC before all authorities and to make commitments and give undertakings as may be required for all or any of the purposes herein contained as duly authorized agent/representative.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done in or about the aforesaid premises, so long as the said Agreement is valid and subsisting.


THE SCHEDULE

All that piece and parcel of land admeasuring about 124.5 acres (approx) at Fatapukur, Jalpaiguri District, as following :

1. Mouza : Chhat Gujrimari, Sheet no. 6(R.S) J.L. No. 9
P.S. Rajgang, Dist. Jalpaiguri.

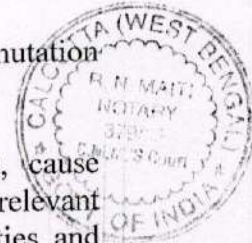
R.S. plots in full : 2, 184, 185 to 188, 190 to 194, 196

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R. N. MAITI
Notary
Regd. No. 379/92
1, Bankshall Street
Calcutta-1

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ANNEXURE-2

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R.S. plots in parts : 1, 3 to 6, 189, 197, 200, 203, 204, 206, 207

2. Mouza : Chhat Gujrimari, Sheet no. 7(R.S) J.L. No. 9
P.S. Rajgang, Dist. Jalpaiguri.

R.S. plots in full : 42, 43, 44

R.S. plots in parts : 41, 84, 85, 86

3. Mouza : Kismat Sukani, Sheet no. 5(L.R) J.L. No. 10
P.S. Rajgang, Dist. Jalpaiguri.

L.R plots in full : 244, 260 to 262, 266 to 278, 391 to 397, 399 to 418
419 to 425, 426 to 428, 429 to 431, 432, 433, 434 to
462 & 466

L.R plots in parts : 240, 241, 243, 245, 251-253, 257 to 259 263, 265
282, 398, 465, 467, 468.

4. Mouza : Kismat Sukani, Sheet no. 3(L.R) J.L. No. 10
P.S. Rajgang, Dist. Jalpaiguri.

L.R plots in full : 618, 670, 674, 675, 676, 725 to 727, 731 to 733,
741, 745 to 751, 753 to 755, 757 to 765, 767, 770
to 773, 776 to 811, 812, 813, 836 to 846, 978 to
985, 990 to 997, 1006 to 1010, 1015 to 1029, 1031
to 1033, 1050, 1051, 1241, 1258 to 1260, 1262 to
1264, 1270, 1271, 1290 to 1292, 1294, 1298, 1303,
1305, 1306, 1308 to 1320, 1324, 1325, 1327 to
1330, 1337 to 1341, 1430 to 1432, 1435, 1440,
1443 to 1462.

R.S plots in parts : 671 to 673, 677, 681, 690, 691, 724, 728, 729,
730, 740, 742 to 744, 752, 756, 766, 768, 1304,
1321, 1322, 1323, 1326.

Total area : 125.5625 Acres

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R. N. MAITI
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Calcutta-7

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Excluding	Plot No.	Area (in acres)
	799	0.27
	800	0.33
	801	0.31
	804	0.15 (Out of 0.32)
Total		1.06 Acres
Net Total Area		124.5 Acres

ANNEXURE-III

IN WITNESS WHEREOF, we have executed these presents on this the 14th Day of September 2009..

SIGNED EXECUTED AND DELIVERED by the Chief Executive Officer, West Bengal Industrial Infrastructure Development Corporation for and on behalf of West Bengal Industrial Infrastructure Development Corporation at Kolkata.

GAURANTA CHAUDHURI, IAS
Chief Executive Officer,
West Bengal Industrial Infrastructure
Development Corporation,
5, Council House Street, (3rd Floor)
Kolkata- 700 001

In the presence of :

T. R. Bhattacharya

T. R. Bhattacharya
Asstt. Secretary (PR & CA)
West Bengal Industrial Infrastructure
Development Corporation,
5, Council House Street, (3rd Floor)
Kolkata- 700 001

Secretary
West Bengal Industrial Infrastructure
Development Corporation,
5, Council House Street, (3rd Floor)
Kolkata - 700 001

Accepted

Witnessed by me

Ch. 23/11/09

G.E. Jena Advocate

For Kanchan Janga Integrated Infrastructure Development (P) Ltd

**KANCHAN JANGA INTEGRATED INFRASTRUCTURE
DEVELOPMENT PVT. LTD.**

Authorised Signatory

Director/Authorised Signatory

STATEMENT 'A' REFERRED TO
BY THE NOTARIAL CERTIFICATE

R. N. MAITI
NOTARY
Govt. of India

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R. N. MAITI
Notary
Regd. No. 379/92
3, Bankshall Street
Calcutta-7

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INDEMNITY



This deed of indemnity made on this 14th Day of September 2009 (by West Bengal Industrial Infrastructure Development Corporation ("WBIIDC")) a corporation established under the West Bengal Industrial Infrastructure Development Corporation Act, 1974, having its office at 5, Council House Street, 3rd Floor, Kolkata-700001, in favour of Kanchan Janga Integrated Infrastructure Development Private Limited ("KANCHANJHANGA") a company registered under the Companies Act, 1956, having its office at 28/1, Shakespeare Sarani, Ganga Jamuna Building, Kolkata-700017.

WHEREAS WBIIDC is the sole and absolute owner of all that pieces and parcel of land admeasuring 124.5 acres (approx) situate at Phatapukur, Jalpaiguri, and more particularly described in the schedule here to ("Land").

WHEREAS by a development agreement dated 6th July, 2009 entered into between WBIIDC and KANCHANJHANGA ("Agreement"), WBIIDC has granted KANCHANJHANGA development rights with respect to the Land for the purpose of construction of a growth centre / industrial park therein.

AND WHEREAS WBIIDC has agreed to indemnify KANCHANJHANGA for any loss or damage emanating with respect to any defect in title to the Land or otherwise attribute to WBIIDC

NOW THIS DEED WITNESSETH AS FOLLOWS

2. WBIIDC has duly received the peaceful vacant possession of the Land as the requiring body duly acquired by the Collector as per the provisions of the Land Acquisition Act, 1894 and has already paid the requisite land compensation as per requisition of Collector, Jalpaiguri therefore and represents that there is no proceeding pending with regard to such acquisition.
3. WBIIDC is absolutely seized and possessed of and has exclusive, clear, unencumbered and subsisting marketing title over and in respect of the Land.

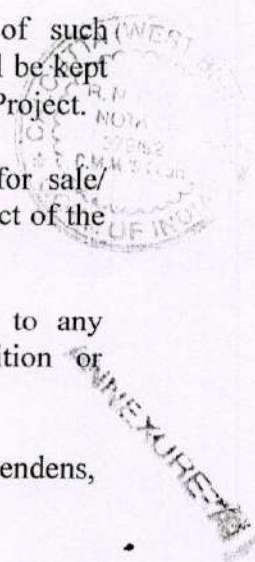
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A. N. MAITA
Notary
Regd. No. 379/92
3, Bankshall Street
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4. The entire Land is vacant and is capable of such development as proposed by the Parties and shall be kept as such for the purpose of implementation of the Project.
5. WBIIDC has not entered into any agreement for sale/ lease, development, mortgage or transfer in respect of the land.
6. The Land or any part thereof is not subject to any statutory notice and/or proceeding of acquisition or requisition.
7. The Land is free from all charges, trusts, lien, lis pendens, attachments and liabilities.
8. WBIIDC shall not leased out, transfer, and alienate or encumber the Land directly. All such transfers shall be made through KANCHANJHANGA.
9. WBIIDC shall not create any third party interest in the Land except as covenanted in the Agreement.
10. In case there is any challenge to the title of the land and/or subsequent mutation and/or conversion of the land as proposed, WBIIDC is legally bound to contest those suits, proceedings.
11. WBIIDC shall not do any act, deed or things where KANCHANJHANGA or any person authorized by it is in any way prevented from proceeding with the development of the Land in accordance with the Agreement.
12. WBIIDC hereby agrees to defend, indemnify and hold the KANCHANJHANGA harmless from and against any and all (i) claims, suits, judgments, settlements and proceedings; before any statutory authorities or courts having competent jurisdiction (the foregoing are hereinafter collectively referred to as the "Proceedings"); and (ii) losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, (all whether arising out of Proceedings or otherwise); asserted against or actually or incurred by KANCHANJHANGA and arising out of or resulting from (a) any breach by WBIIDC of any



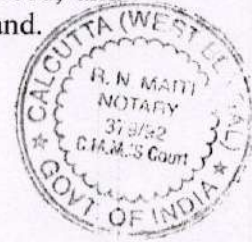
A. N. MAITA
 Notary
 Regd. No. 379/92
 3, Bankhall Street
 Calcutta-1

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representation and warranty contained in this Deed; and
(b) any defect in the title of WBIIDC IN THE Land.



THE SCHEDULE

All that piece and parcel of land admeasuring about 124.5 acres (approx)
at Fatapukur, Jalpaiguri District, as following :

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P.S. Rajgang, Dist. Jalpaiguri.

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419 to 425, 426 to 428, 429 to 431, 432, 433, 434 to
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to 773, 776 to 811, 812, 813, 836 to 846, 978 to
985, 990 to 997, 1006 to 1010, 1015 to 1029, 1031

R. N. MATHI
Notary
Road No. 670/9
L. Barabani, Jalpaiguri
Dist. Jalpaiguri

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to 1033, 1050, 1051, 1241, 1258 to 1260, 1262 to 1264, 1270, 1271, 1290 to 1292, 1294, 1298, 1303, 1305, 1306, 1308 to 1320, 1324, 1325, 1327 to 1330, 1337 to 1341, 1430 to 1432, 1435, 1440, 1443 to 1462.

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Total area : 125.5625 Acres

Excluding	Plot No.	Area (in acres)
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	801	0.31
	805	0.15 (Out of 0.32)
Total		1.06 Acres
Net Total Area		124.5 Acres

ANNEXURE

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SIGNED EXECUTED AND DELIVERED by the Chief Executive Officer, West Bengal Industrial Infrastructure Development Corporation for and on behalf of West Bengal Industrial Infrastructure Development Corporation at Kolkata.

[Signature]
SUBANTA CHALDHURI, IAS
 Chief Executive Officer
 West Bengal Industrial Infrastructure
 Development Corporation
 5, Council House Street, (3rd Floor)
 Kolkata-700 001

[Signature]
Irei Deb Ranjan Bhattacharya
 Asst. Secretary (PR & CA)
 West Bengal Industrial Infrastructure
 Development Corporation
 5, Council House Street, (3rd Floor)
 Kolkata-700 001

In the presence of :

[Signature]
 Secretary
 West Bengal Industrial Infrastructure
 Development Corporation.
 5, Council House Street, (3rd Floor)
 Kolkata - 700 001

Accepted

For Kanchan Janga Integrated Infrastructure Development (P) Ltd

[Signature]
R. N. MAITI
 Notary
 Regd. No. 379/84
 3, Bank Street
 Calcutta-1

Authorised Signatory

KANCHAN JANGA INTEGRATED INFRASTRUCTURE DEVELOPMENT PVT. LTD.

Director/Authorised Signatory

23 NOV 2009