

0236/18

1 02700/18 1 02924/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 554206

18/07/18
1.42
11206136/18

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III
Alipore, South 24-parganas

18 JUL 2018
19/07/18

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, (1) MANOJ MODI son of Late Shree Krishna Modi residing at 8A, Alipore Road, Police Station Alipore, Post Office Alipore, Kolkata- 700027 having PAN AESPM2798D and (2) SANJAY MODI son of Late Shree Krishna Modi residing at 8A, Alipore Road,


Manoj. Sanjay Modi.

19739

Postal No.

Name

Address

Proprietor - 
Licensed Stamp Vender
BACHAN GANGA
2 & 3, Bankatal Street
Kolkata - 700 001

09 JUL 2018

08 JUL 2010



Rabi Kumar.
S/o Gopal Kumar
VNL + post - Madla
P.S. Baghmundi
Dist - Purulia
PIN - 723152
Occ - Service

District Sub-Post Office-III
Alipore, South 24 Parganas

18 JUL 2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 554207

2A

Police Station Alipore, Post Office Alipore, Kolkata-700027 having PAN AFGPM1192Q hereinafter referred to as "the PRINCIPALS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators and legal representatives) SEND GREETINGS:

[Handwritten signature]

[Handwritten signature: Anurodh Samal]

Serial No. 19740
Name
Address

Proprietor
Licence holder
BACHAN LAL
2 & 3, Bankshall Street
Kolkata - 700 001

09 JUL 2018

08 JUL 2018



District Sub-Registrar-II
Alipore, South 24 Parganas

18 JUL 2018

I. DEFINITIONS: Unless in this power there be something contrary or repugnant to the subject or context:-

i. **"Attorneys"** shall mean the Developer represented by its Authorized Representative Mr. Vikash Musaddi son of Shri Vijay Kumar Musaddi of 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071 and include any other person whom the Developer may authorize in addition to or as substitute of the above named two persons jointly and/or severally but shall not include the person whose authorization to represent the Principals as attorney is revoked by the Developer.

ii. **"Building Complex"** ^{or "Complex"} shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and open and covered spaces as may be planned by the Developer thereat in terms of the Development Agreement.

iii. **"Developer's Allocation"** shall mean and include (a) 50% (fifty percent) of the Realizations (as defined in the Development Agreement) to belong to the Developer. (b) the shares or portions in the Separately Allocable Areas allocable to the Developer in terms of the Development Agreement and (c) all other properties and rights belonging to the Developer in terms of the Development Agreement hereof.

iv. **"Developer"** shall mean **BHAIRAMAL GOPIRAM PROPERTIES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 10/C, Ho Chi Minh Sarani, Kolkata 700071, Post Office Middleton Street, Police Station Shakespeare Sarani having LLPIN: AAD-5105 and PAN: AAOFB9080B and include its successors or successors-in-office and/or successors-in-interest and/or assigns.

v. **"Development Agreement"** shall mean the Development Agreement dated 14th July 2018 and registered with the District Sub-Registrar-III, South 24

Musaddi. Vikash
Sarani Sarani

Musaddi. Vikash
Sarani Sarani

Musaddi

Musaddi. Vikash
Sarani Sarani

Musaddi

Parganas in Book I, Being No. 02920 for the year 2018 and made between the Principals and the Developer and include any modifications and alterations thereof as may be made by the Principals and the Developer in writing.

- vi. **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- vii. **"Project"** shall mean and include the planning and development activities in respect of the Building Complex, including sanctioning of plans, obtaining permissions and clearances, erection, re-erection, demolition, addition or alteration of the New Buildings and the Common Areas and Installations thereat and all activities allied and ancillary thereto and Transfer of the Transferable Areas therein (except Separately Allocable Areas allocated to the Principals from time to time in terms of the Development Agreement) and collection and distribution of Realizations and maintenance and administration of the Building Complex in matters relating to Common Purposes all in accordance with the terms and conditions of in the Development Agreement.
- viii. **"Principals' Allocation"** shall mean and include (a) 50% (fifty percent) of the Realizations (as defined in the Development Agreement) to belong to the Principals, (b) the shares or portions in the Separately Allocable Areas allocable to the Principals in terms of the Development Agreement and (c) all other properties and rights belonging to the Principals in terms of the Development Agreement hereof.
- ix. **"Subject Property"** shall mean piece or parcel of land containing an area of 2 Bighas 18 Cottahs 10 Chittacks more or less situate lying at and being premises No. 13 Canal Street, Kolkata-700014 morefully and particularly described in the **SCHEDULE hereunder** written and include all constructions thereat and appurtenances thereof.
- x. **"Separately Allocable Areas"** shall mean those Transferable Areas to be identified and allocated to the Principals and the Developer as contained in the

Signature

Signature

Signature

Development Agreement and also defined and described therein as 'Separately Allocable Areas'.

- xii. **"Powers"** shall mean the various powers or authorities granted by the principals to the Attorneys to carry out the various acts, deeds and things under this Power of Attorney set out under Part I and Part II of Clause III below.
- xiii. **"Postponed powers"** shall mean those powers and authorities as contained under Part II of clause III hereunder mentioned, which powers shall not be exercised by the Attorney or Attorneys hereby appointed for a period of 12 months from the date hereof notwithstanding any intent to the contrary expressed or implied.
- xiv. **"Transfer"** (with their respective grammatical variations) shall include transfers by sale, lease or otherwise.
- xv. **"Transferable Areas"** shall mean the Units, Parking Spaces, terraces, roofs, gardens, open spaces, club (if constructed) with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate shares in land attributable to Units and also rights in respect of Common Areas and Installations appurtenant thereto.
- xvi. **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.
- xvii. **"Units"** shall mean the independent and self-contained flats, offices, shops, residential, non residential commercial, semi commercial spaces, and other constructed spaces in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- xvii. Any other term or expression used herein shall, unless there be something contrary or repugnant to the subject or context, have the same meaning as assigned in the Development Agreement.

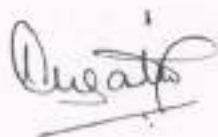
II. RECITALS:

- A. **WHEREAS** by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right to develop the Subject Property and the Principals and the Developer agreed upon the terms and conditions as morefully contained therein.
- B. **AND WHEREAS** in terms of the Development Agreement, the Principals are executing this Power of Attorney in favour of the Attorneys jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Subject Property and the Project and the related purposes hereinafter contained:
- C. **AND WHEREAS** while the Attorneys shall be entitled to exercise the powers as contained in Part I below, those contained under Part II below herein called postponed power shall exercised by the Attorneys only upon the specific condition attached thereto and/or lapse of one year from the date of execution hereof.

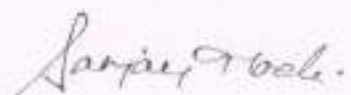
III. NOW KNOW YE BY THESE PRESENTS, We the Principals abovenamed do hereby nominate constitute and appoint the said Attorneys jointly and/or severally as the true and lawful attorneys for in the name and on behalf of the Principals to do excute exercise and perform all or any of the following acts deeds matters and things relating to the Subject Property and the Building Complex and the Project and related purposes i.e., to say:-

PART-I

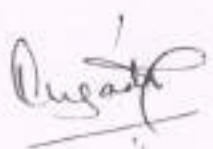
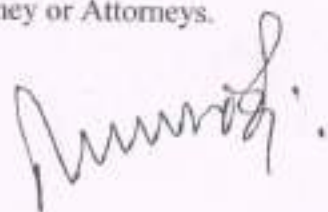
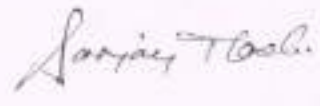
- To manage, maintain, look after, supervise, administer, secure, hold and defend possession of the Subject Property and every part thereof and its equipments and installations and do all acts deeds and things in connection therewith.







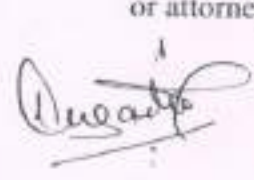
- 2. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against all or any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts agreements and arrangements with them or any of them or otherwise and to abate all nuisance.
- 3. To deal with and/or negotiate with the Tenants and occupants of the Subject Property or any part thereof and to obtain surrender from them and/or to and to evict or eject them and for that, if necessary to offer or pay compensation or to agree for any temporary or permanent rehabilitation on tenancy or ownership or otherwise in such manner and on such terms and conditions as the Attorneys may deem fit and proper and to enter upon the same for the purpose of the Project. The powers under this clause shall not be exercised before expiry of three months from the date of execution hereof.
- 4. To send notices or institute legal proceedings for increment of rent or determination of fair rent or ejection or eviction of the tenants or occupants or in respect of any affair relating to the tenants or occupants at the Subject Property. The powers under this clause shall not be exercised before expiry of three months from the date of execution hereof.
- 5. To cause survey, measurement, soil test, excavation and other works at the Subject Property.
- 6. To sign, apply for and obtain mutation, conversion, updation, insertions, correction of area or boundary or dimension or other description or any other correction, modification, alteration or other recording in respect of the Subject Property or any part thereof or the boundary of the Subject Property in the records of the Kolkata Municipal Corporation Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, Municipal authorities, Planning Authority, Development Authority, and any other appropriate authorities and to do all other acts, deeds and things with regard thereto as may be deemed fit and proper by the said Attorney or Attorneys.

7. To demolish, construct, reconstruct boundary walls, fencing, dividers etc., at the Subject Property and/or any portion thereof for the purposes connected to development in terms of the Development Agreement and to construct or put up temporary sheds, structures etc., for storage of building materials or site offices.
8. To accept or object to the assessments made from time to time of land revenue or taxes or valuation or taxes in respect of the Subject Property or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.
9. To pay all rates, municipal and other taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Subject Property or any part thereof or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the and/or concerned authorities and to grant receipts and discharges in respect thereof.
10. To prepare apply for sign and submit plans, maps, specifications and sketches for approval or sanctioning by the concerned municipal and other appropriate authorities and to have the same approved and/or sanctioned and if required, to have the same modified revalidated revised altered and/or renewed.
11. To process the application for the sanctioning of the plan, pay fees and obtain sanction revalidation modification revision alteration and/or renewal and/or such other orders and permissions of the plans for any construction at the Subject Property.
12. To sign and submit all declarations, undertakings, affidavits, gifts of strips or splayed corners required by any authority for the purpose of sanction/ modification/alteration/renewal of the plans for any construction at the Subject Property.



- 13. To give notice to the municipal and all other concerned authorities regarding commencement of construction and/or demolition of any structure(s) and/or other purposes as required or deemed fit and proper.
- 14. To carry out demolition, construction, reconstruction, addition, alteration, erection, re-erection and any other related activity at the Subject Property in respect of the Building Complex.
- 15. To inform municipal and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the applicable rules and to get the same regularized.
- 16. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, borewell, generator, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanical parking system, MLCP etc., and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.
- 17. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, mechanized parking, generator, dish antenna and any other utility, input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause hereinabove and also to give contract to the manufacturer for maintenance of lift or lifts, generator, dish antenna and other utilities and its concerned machineries.
- 18. To deal with any person owning, occupying or having any right title or interest in the property adjacent to or near the Subject Property in connection with the Project in such manner and on such terms and conditions as the said attorney or attorneys may deem fit and proper.



: 

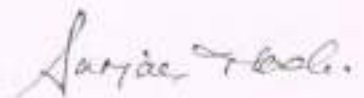
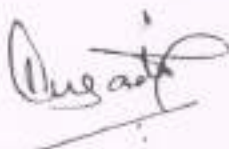
19. To apply for and obtain "No Objection Certificate" from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for sanctioning of plan, modification and/or alteration and/or revalidation, and/or obtaining utilities and any development activity or other purposes connected with the Project.
20. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
21. To apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
22. To apply for and obtain in the name of the Developer the registration under all Real Estate development laws, including the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Real Estate (Regulation and Development) Act, 2016, the WB Housing Industry Regulation Act 2017 and to obtain all licenses and permissions under the said Act and all other acts and statutes, as applicable.
23. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building or buildings at the Subject Property or portion or portions thereof and also for additions and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes connected with the Project.
24. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, security guards, personnel and/or such

Deepto

Munshi

Sarita Paul

- other persons or agents as may be required in respect of the Project or any aspect or part thereof on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
25. To appoint organizations and persons in connection with Building Management, Facility Management, Common Area management on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
 26. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to the Project.
 27. To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities.
 28. To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipments or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the said attorneys or any of them and to pay all premium therefor.
 29. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas (including proportionate land share) to take home loans and/or home finances from any Banks or Financial Institutions and deal with banks and financiers and/or their officers and/or assigns in connection with the any no objection certificates, consents, clearances, etc., from them PROVIDED that no liability, responsibility or accountability for repayment of such loan shall attach upon the principals save and except refund of bonafide amount proportionately in case of cancellation of the booking/contract.



30. To caused to be produce or give copies of any original title deed or document relating to the Subject Property and/or the Complex to any person or financier or others from the Escrow Holder in terms of the Development Agreement.
31. To advertise and publicize the Project or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
32. To Transfer the Separately Allocated Areas of the Developer with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper in accordance with the terms and conditions contained in the Development Agreement, and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same;
33. To negotiate with the person or persons interested in obtaining Transfer and/or otherwise acquiring Transferable Areas spaces in the Building Complex, take and accept bookings and applications, deal with, enter upon bookings and/or agreements for Transfer and/or part with possession of or any Units, Parking Spaces and other Transferable Areas (except any Separately Allocable Areas identified and forms part of the Owner's Allocation) alongwith or independent of or independently the land comprised in the Subject Property attributable thereto or any portion thereof or any undivided share therein to any Transferee at such consideration and on such terms and conditions as the said attorney or attorneys may deem fit and proper but without violating with the terms and conditions of the Development Agreement. However no sale deed or final deed of Transfer shall be executed pursuant to powers given under this clause.
34. To ask, demand, recover, realize and collect the Realizations and all other amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas (except only the Separately Allocated Areas of the Principals) in the manner and as per the terms and conditions of the

Awate

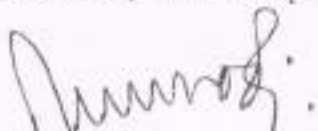
Murphy

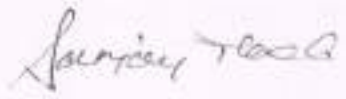
Larimer

Development Agreement and to deposit the same in the specified accounts as per the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.

35. To cancel or terminate any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire Transferable Areas and/or undivided shares in the land comprised in the Subject Property and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper.
36. To join in as party to agreements for Transfer of the Transferable Areas and/or undivided share in the land comprised in the Subject Property or part thereof, and also confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of Transfer to be executed in pursuance thereof Provided However That the Attorneys shall not exercise the power given to it to execute any sale deed in favour of the Transferees under this clause.
37. To enter upon any agreement to transfer the proportionate share in land and/or in the common areas and installations to any Association or Society if so and as required by law in such manner as may be required. However no sale deed or final deed of Transfer shall be executed pursuant to powers given under this clause.
38. To prepare sign execute modify, alter, draw, approve rectify and/or register and/or give consent and confirmation and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, licenses, declarations, forms, receipts and such other documents and writings as in any way be required to be so done and as may be deemed fit and proper by the said Attorneys in respect of the Transfer in the manner and as per the terms and conditions of the Development Agreement. However no sale deed or final deed of Transfer shall be executed pursuant to powers given under this clause..
39. To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principals and the Developer and to

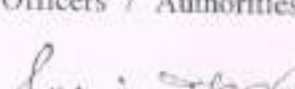
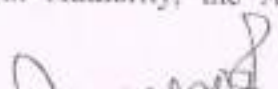
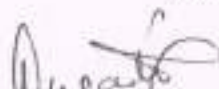






exercise all rights and remedies available to the Principals and the Developer thereunder.

40. To ask, demand, sue for, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferees or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
41. To have the Units Transferred to the Transferees to be separately assessed and mutated in the name of the respective Transferees in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the said Attorney or Attorneys may deem fit and proper.
42. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
43. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex as Maintenance In-Charge.
44. To form a non profit making company or association or society or syndicate amongst the owners and/or buyers of the Transferable Areas (including Association under the Apartment Ownership Act).
45. To deal with the Government of West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Building Complex.
46. For all or any of the purposes hereinstated to apply for, sign, appear and represent the Principals before the Kolkata Municipal Corporation, Kolkata Improvement Trust, and all its departments, Kolkata Metropolitan Development Authority and other authorities / officers under the Land laws, Municipality, Thika Controller, Rent Controller, Fire Brigade, Planning Authority, Development Authority, the Authorised Officers / Authorities



under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and/or the Real Estate (Regulation and Development) Act, 2016 and/or the WB Housing Industry Regulation Act, 2017, the Authorities under the West Bengal Apartment Ownership Act, Companies Act, Societies Registration Act, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & Development) Act, Development Authority, Airport Authorities, all Revenue Authorities, Pollution Control Authorities and other authorities connected to pollution matters, Environment Authorities, Licensing Authorities, Development Plan Authorities of the Government of West Bengal and/or India, Kolkata Port Trust, Insurance Companies, Police Authorities, Traffic Department, Directorate of Fire Services and all Fire Authorities, Directorate of Lifts, Directorate of Electricity and Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Insurance Companies, Microwave Authorities of Department of Telecommunication, Electricity, Water and other service provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal, land and other authorities and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the attorney may deem fit and proper and to make sign execute register submit register and/or deliver all documents, declarations, affidavits, applications, undertakings, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the Subject Property and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.

47. To appear and represent the Principals before any Notary Public, Registrar of Assurance, District Registrar, Sub Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or

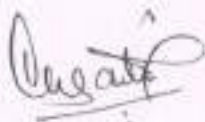
Quatip

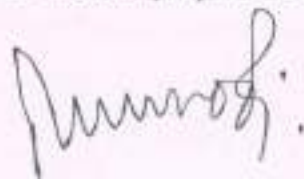
Amunshi

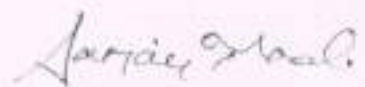
Sanjay Dasg.

authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all Agreements for transfer, and documents instruments and writings executed by the said Attorneys by virtue of the powers hereby conferred.

48. To commence prosecute enforce defend answer and oppose all actions suits writs (including the Writs mentioned in the Development Agreement) appeals revisions, review, arbitration proceedings, and other legal proceedings and demands civil criminal or revenue concerning and/or touching any of the matters hereinstated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi Judicial authorities and forums, Statutory authorities, presiding officers, authorized officers, 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 and to adduce oral and documentary evidences as the occasions shall require and/or as the said attorney or attorneys may think fit and proper.
49. To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or other authorities and/or persons.
50. To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes hereinstated and to give valid and effectual receipts in respect thereof.
51. To receive all letters parcels or other postal articles and documents in respect of the Subject Property and to grant proper and effectual receipt thereof.






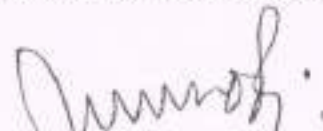


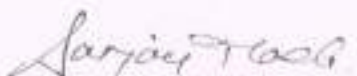
52. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.

PART-II - (POSTPONED POWERS)

53. To join in as party to and sign, execute, register any sale deed or final deed of Transfer for Transfer of the Transferable Areas and/or undivided share in the land comprised in the Subject Property or part thereof Provided However That the Attorneys shall not exercise the power given to it to execute any sale deed or final Deed of Transfer in favour of the Transferees until payment of the entire consideration receivable by the Principals in respect of such transaction is paid by the Transferee and the same shall be remitted to the Principals either through the bank transfers contemplated in the Development Agreement or immediately upon execution of such sale deed or Deed of Transfer. At least 3 days before the date of execution of any such sale deed or final deed of Transfer, the Developer shall notify in writing the Principals about such possible execution and the Principals shall by a reply in writing to be given within 24 hours of receiving the communication, confirm to the Developer whether the Principals shall be present to execute and register the same personally. If the Principals fail to reply as aforesaid or to be present on the appointed date and time for execution and registration, the Attorneys shall be entitled to represent the Principals as constituted attorney to sign and register the concerned document.
54. To Transfer the proportionate share in land and/or in the common areas and installations to any Association or Society if so and as required by law in such manner as may be required.
55. To prepare sign execute modify, alter, draw, approve rectify and/or register and/or give consent and confirmation and/or deliver all sale deeds, conveyances, leases and rectifications as in any way be required to be so done and as may be deemed fit and proper by the said Attorneys in respect of the Transfer in the manner and as per the terms and conditions of the Development Agreement and those contained in clause 53 above.







IV. **AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property and the Building Complex and the Project and related purposes which the Principals itself could have lawfully done under its own hands and seal, if personally present.

V. **AND** the Principals do hereby ratify and confirm and agree to ratify and confirm all and whatever their said Attorney or Attorneys shall lawfully do or cause to be done in or about the premises aforesaid.

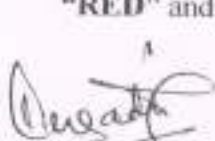
VII. **AND** it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement or impair or affect the rights and entitlement of the Principals and by executing this Power of Attorney the obligations of the Principals or the Developer or consequences for non compliance under the Development Agreement shall not be affected.

VII **AND PROVIDED** further that the powers contained under Part-II above or any of the same shall not be exercised by the Attorney or Attorney hereby appointed for a period of 12 months from the date hereof notwithstanding any intent to the contrary expressed or implied.

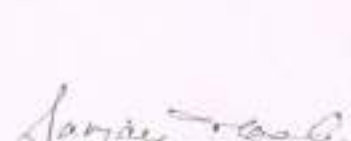
THE SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT messuages tenements hereditaments building shed structure and premises **Together With** piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 2 Bighas 18 Cotlah 10 Chittack or 96.90 Satak be the same a little more or less situate lying at and being municipal Premises No. 13, Canal Street, Kolkata -700014, under Ward No. 55 of Kolkata Municipal Corporation {Holding No.22 (formerly Holding No.171), Division IV, Sub-Division No. E in Mouza West Entally}, Police Station Entally, Additional District Sub Registrar Sealdah. The subject property is delineated in the plan of the Development Agreement annexed hereto duly bordered thereon in **"RED"** and butted and bounded as follows:-







On the North : By land of KMC;

On the South : By Canal Street;

On the East : By Premises No.12 Canal Street; and

On the West : By Premises Nos.14A & 14B Canal Street.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the area of the rooms and structures, sheds on the Subject Property is 37000 Square feet more or less.

IN WITNESS WHEREOF the Principals have hereunto set and subscribed their respective hands and seal on this 14th day of July Two Thousand and Eighteen.

EXECUTED AND DELIVERED by the **PRINCIPALS** abovenamed at Kolkata in the presence of:

Prityoj Kumar Modi
8A, ALIPUR ROAD
KOLKATA - 27

Shantanu Modak

8A, ALIPORE ROAD
KOLKATA - 700027

Pratim Majumder
1 B & 2 Hare Street
Kolkata - 700001

Manoj Modi
(MANOJ MODI)

Sandeep Modi
(SANDEEP MODI)












We accept:
For BHAIRAMAL GOPIRAM PROPERTIES LLP







Vikasht Lwsaddi
Partner
(VIKASH LWSADDI)












Drafted by me:-

Pratim Majumder

Advocate
for Dsplay Associates
1 B & 2 Hare Street
Kolkata - 700001
F/763/12

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

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

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



भारत के निर्वाचन आयोग
 भारत सरकार
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 DVK2865244



निर्वाचक नाम : रवि कुमार
 Elector's Name : Ravi Kumar
 पिता का नाम : गोपाल कुमार
 Father's Name : Gopal Kumar
 लिंग/Sex : पुरु/ M
 जन्म तिथि/Date of Birth : 03/01/1972

Ravi Kumar

DVK2865244

सिवान
 कार्यालय, 144/3, सिवान, बिहार, पिनकोड-723152

Address:
 MADLA, P.O-MADLA, BAGHMUNDI, PURU
 LIA-723152

Chaitan

Date: 04/01/2013

144-सिवान सिवान बिहार
 कार्यालय, 144/3, सिवान, बिहार, पिनकोड-723152
 Facsimile Signature of the Electoral
 Registration Officer for
 240-Baghmundi Constituency

यदि आपका पता बदलने का मतलब है कि आप एक नए
 पता पर रहेंगे तो आपको अपने नाम को अपने नए पते पर
 लिखना होगा।
 In case of change in address mention the Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with your number. 20001

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFCPM7475E



नाम /NAME
VIKASH MUSADDI

पिता का नाम /FATHER'S NAME
VIJAY KUMAR MUSADDI

जन्म तिथि /DATE OF BIRTH
28-08-1977

हस्ताक्षर /SIGNATURE

Musaddi

B. Das

आयकर अधिकारी, प.सं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BHAIRAMAL GOPIRAM PROPERTIES LLP



10/03/2015

Permanent Account Number

AAOFB0080B

170405718

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AESPM2798D



नाम / NAME
MANOJ MODI

पिता का नाम / FATHER'S NAME
SHREE KRISHNA MODI

जन्म तिथि / DATE OF BIRTH
21-03-1960

स्थायी हस्ताक्षर / SIGNATURE

आयकर अधीक्षक, व.ब. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFGPM1192Q



नाम /NAME

SANJAY MODI

पिता या माता /FATHER'S NAME

SHREE KRISHNA MODI

जन्म तिथि /DATE OF BIRTH

20-01-1964

हस्ताक्षर /SIGNATURE

Sanjay Modi

K. H. S.

अधीन संख्या, १४-१११

COMMISSIONER OF INCOME-TAX, W.B. -18

Sanjay Modi



Major Information of the Deed

Deed No :	I-1603-02956/2018	Date of Registration	19/07/2018
Query No / Year	1603-1000206136/2018	Office where deed is registered	
Query Date	18/07/2018 2:18:26 PM	O.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Manoj Modi Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 7278493074, Status : Seller/Executant		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 16,94,33,981/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 200/- (Article 48(g))	Rs. 53/- (Article E, E, M(b), H)		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]- 160302920/2018 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



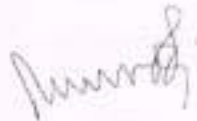


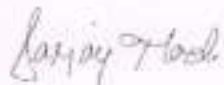
District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Canal Street, Premises No. 13, Ward No: 55

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		96.9 Dec	1/-	14,76,15,543/-	Property is on Road Encumbered by Tenant,
Grand Total :					96.9Dec	1 /-	1476,15,543 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	37000 Sq Ft.	1/-	2,18,18,438/-	Structure Type: Structure Tenanted,
Gr. Floor, Area of floor : 37000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extant of Completion: Complete					
Total :		37000 sq ft	1 /-	218,18,438 /-	




Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Manoj Modi Son of Srikrishna Modi Executed by: Self, Date of Execution: 14/07/2018 , Admitted by: Self, Date of Admission: 18/07/2018 ,Place : Office	 <small>18/07/2018</small>	 <small>LTI 18/07/2018</small>	 <small>18/07/2018</small>
BA, Alipore Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AESPM2798D, Status :Individual, Executed by: Self, Date of Execution: 14/07/2018 , Admitted by: Self, Date of Admission: 18/07/2018 ,Place : Office				
2	Sanjay Modi Son of Srikrishna Modi Executed by: Self, Date of Execution: 14/07/2018 , Admitted by: Self, Date of Admission: 18/07/2018 ,Place : Office	 <small>18/07/2018</small>	 <small>LTI 18/07/2018</small>	 <small>18/07/2018</small>
BA, Alipore Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFGPM1192Q, Status :Individual, Executed by: Self, Date of Execution: 14/07/2018 , Admitted by: Self, Date of Admission: 18/07/2018 ,Place : Office				

Attorney Details :

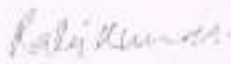
Sl No	Name,Address,Photo,Finger print and Signature			
1	Bhairamal Gopiram Properties LLP 10/C, Ho Chi Minh Sarani, P.O:- Middleton Street, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAOFB9080B, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Vikash Musaddi (Presentant) Son of Vijay Kumar Musaddi Date of Execution - 14/07/2018, , Admitted by: Self, Date of Admission: 18/07/2018, Place of Admission of Execution: Office	 <small>Jul 18 2018 2:43PM</small>	 <small>LTI 18/07/2018</small>	 <small>18/07/2018</small>

10/C, Ho Chi Minh Sarani, P.O:- Middleton Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFCPM7475E Status : Representative, Representative of : Bhairamal Gopiram Properties LLP (as Partner)

Identifier Details :

Name & address	
Mr Rabi Kumar Son of Mr Gopal Kumar Madia, P.O:- Madia, P.S:- Bagmundi, District:-Purulia, West Bengal, India, PIN - 723152, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Manoj Modi, Sanjay Modi, Vikash Musaddi	
	18/07/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Manoj Modi	Bhairamal Gopiram Properties LLP-48.45 Dec
2	Sanjay Modi	Bhairamal Gopiram Properties LLP-48.45 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Manoj Modi	Bhairamal Gopiram Properties LLP-15780.00000000 Sq Ft
2	Sanjay Modi	Bhairamal Gopiram Properties LLP-15780.00000000 Sq Ft

Endorsement For Deed Number : I - 160302956 / 2018

On 18-07-2018

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

Presented for registration at 13:42 hrs on 18-07-2018, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Vikash Musaddi.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 16,94,33,981/-

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

Execution is admitted on 18/07/2018 by 1. Manoj Modi, Son of Srikrishna Modi, 8A, Alipore Road, P.O: Alipore, Thana: Alipore, South 24 Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Others. 2. Sanjay Modi, Son of Srikrishna Modi, 8A, Alipore Road, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Others

Indentified by Mr Rabi Kumar, . . Son of Mr Gopal Kumar, Madia, P.O: Madia, Thana: Bagmundi, . Purulia, WEST BENGAL, India, PIN - 723152, by caste Hindu, by profession Service

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

Execution is admitted on 18-07-2018 by Vikash Musaddi, Partner, Bhairamal Gopiram Properties LLP, 10/C, Ho Chi Minh Sarani, P.O- Middleton Street, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071

Indentified by Mr Rabi Kumar, . . Son of Mr Gopal Kumar, Madia, P.O: Madia, Thana: Bagmundi, . Purulia, WEST BENGAL, India, PIN - 723152, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 53/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 200/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no AA4206, Amount: Rs. 100/-, Date of Purchase: 09/07/2018, Vendor name: Srikanta Tiwari
2. Stamp: Type: Impressed, Serial no AA4207, Amount: Rs. 100/-, Date of Purchase: 09/07/2018, Vendor name: Srikant Tiwari



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 19-07-2018

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 (g) of Indian Stamp Act 1899.



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2018, Page from 93173 to 93204
being No 160302956 for the year 2018.



Digitally signed by ASISH GOSWAMI
Date: 2018.07.20 12:43:32 +05:30
Reason: Digital Signing of Deed.

(Asish Goswami) 20/07/2018 12:43:27

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

DATED THIS DAY OF 2018

FROM

MANOJ MODI & ANR.

... PRINCIPALS

TO

VIKASH MUSADDI

... ATTORNEY

POWER OF ATTORNEY

DSP LAW ASSOCIATES
ADVOCATES
1B, HARE STREET
4D, NICCO HOUSE
KOLKATA - 700001