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Admissible under Act XVI of 1906
Correctly Stamped (or exempted from
Stamp duty under the Indian Stamp
Act 1899, Act II of 1908) (Assam
Amendment) Act 2004 Schedule
No. 48 Fees Paid

Str. Sub-Registrar
Kamrup (Metro), Guwahati

For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

Ashok Kumar Choudhury
DIRECTOR
(ASHOK KUMAR CHOUDHURY)

For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

(RANJAN KUMAR CHOUDHURY)

B 187202

IRREVOCABLE GENERAL POWER OF ATTORNEY

THIS IRREVOCABLE GENERAL POWER OF ATTORNEY is granted at Guwahati on this 30th day of April, 2012:

BY

- (1) **MANAS PRODUCTS (PROTEIN) PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ganesh Bhavan, Rajgarh Road, Guwahati - 781007, Assam, hereinafter referred to as "MPPPL" and being represented by its directors authorized vide Board resolution dated 20 April 2012; represented by **Sri Ashok Kumar Choudhury and Sri Ranjan Kumar Choudhury**.

For EDEN RIVERSCAPE PVT. LTD.

(ASHOK KUMAR JAIN)
Director

For Anannya Realtors Private Limited

(MAHESH KUMAR AGARWALLA)
Director

For Anannya Realtors Private Limited

Shristi Infrastructure Development Corp Ltd.

Authorised Signatory

SL. No: 52 Date: 23/4/12
 Name of Purchaser: [Signature]
 ACCS: [Signature]
 [Signature] Sarma
 Stamp Vendar
 LIC. No-KPA-13/90/157/93
 CC Court, Guwahati



For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

Ashok Kumar Choudhury
 DIRECTOR

(ASHOK KUMAR CHOUDHURY)

For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

Ranjan Kumar Choudhury
 DIRECTOR

(RANJAN KUMAR CHOUDHURY)

Parama Hazarika

Advocate

Sanjay Choudhury

Ashok K. Choudhury
Ranjan K. Choudhury

Anil Jaina

Parama Hazarika

Ashok K. Choudhury

Charan Saran Jais Bajaria

Mahesh K. Agarwalla

Rajesh Jain

Sumit Jha

Identify by me
Sanjay Choudhury
 Advocate

For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

Ashok Kumar Choudhury
 DIRECTOR

(ASHOK KUMAR CHOUDHURY)

For, Shristi Riverine Limited

Parama Hazarika
 Director

(PARAMA HAZARIKA)

For EDEN RIVERSCAPE PVT. LTD.

Ashok Kumar Jain
 Director

(ASHOK KUMAR JAIN)

For Anannya Realtors Private Limited

Mahesh Kumar Agarwalla
 Director

(MAHESH KUMAR AGARWALLA)

For, MANAS PRODUCTS (PROTEIN) PVT. LTD.

Ranjan Kumar Choudhury
 DIRECTOR

(RANJAN KUMAR CHOUDHURY)

For, Shristi Riverine Limited

Anil Jaina
 Director

(ANIL JAINA)

For EDEN RIVERSCAPE PVT. LTD.

Charan Saran Bajaria
 Director

(CHARAN SARAN. BAJARIA).

For Anannya Realtors Private Limited

Rajesh Jain
 Director

(RAJESH JAIN)

SHRISTI HOUSING DEVELOPMENT PVT. LTD.

(SUNIL JHA) Director

812



असम ASSAM

For JAMES PRODUCTS (PROTEIN) PVT. LTD.

Ashok Kumar Choudhury
(ASHOK KUNAR CHOUDHURY)
DIRECTOR
For JAMES PRODUCTS (PROTEIN) PVT. LTD.

B 187201

Ranjana Kumar Choudhury
(RANJANA KUNAR CHOUDHURY)

- (2) **SHRISTI RIVERINE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.69, Haripriya Abash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, hereinafter referred to as "SRL" and being represented by its directors authorized vide Shareholders' resolution u/s 293 (1) (a) dated 29 March 2012 and Board resolution dated 2 April 2012; represented by Sri Anil Jaina and Sri Parama Hazarika.
- (3) **EDEN RIVERSCAPE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, Haripriya Abash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, hereinafter referred to as "ERPL" and being represented by its directors authorized vide Board resolution dated 2 April 2012; represented by Sri Ashok Kumar Jain and Sri Charan Satish Bajoria.
- (4) **ANANNYA REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.69, Haripriya Abash, Second Floor, Lamb Road, Ambari, Guwahati – 781001, hereinafter referred to as "ARPL" and being represented by its directors authorized vide Board resolution dated 2 April 2012; Sri Mahesh Kumar Agarwalla and Sri Rajesh Jain.

For EDEN RIVERSCAPE PVT. LTD.
Ashok Kumar Jain
(ASHOK KUNAR JAIN) Director

For Anannya Realtors Private Limited
Mahesh Kumar Agarwalla
(MAHESA KUNAR AGARWALLA) Director

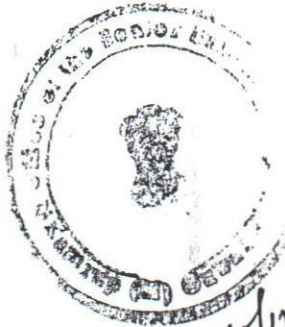
For EDEN RIVERSCAPE PVT. LTD.

For Anannya Realtors Private Limited

Shristi Infrastructure Development Corp Ltd.

Authorised Signatory

SL. No: 51 Date: 26/4/12
 Name of Purchaser: [Signature]
 Add: [Signature]
 Rouni Sarma
 Stamp Vendor
 LIC. No-KPA-13/90/187/G3
 DC Court, Guwahati-1



Ant 15/12

For MANUS PRODUCTS (PROTEIN) PVT. LTD.

(Signature)
Director

(ASHOK KUMAR CHOUDHURY)

For MANUS PRODUCTS (PROTEIN) PVT. LTD.

(Signature)
Director

(RAJAN KUMAR CHOUDHURY)

hereinafter collectively referred to as "the APPOINTERS" (which expression shall mean and include their respective successors in interest, and assigns) of the ONE PART.

IN FAVOUR OF

SHRISTI HOUSING DEVELOPMENT PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at DPSC Building, Plot No. X - 1, 2 & 3, Block - EP, Sector - V, Saltlake City, Kolkata - 700091 (hereinafter referred to as "ATTORNEY/SHDPL" which expression shall unless repugnant to the context thereof shall mean and include its successors and permitted assigns) acting through its directors, officers or such other persons as may be authorised by the Attorney from time to time in this regard, of the OTHER PART and presently being represented by its director authorized vide Board resolution, 'Sri Sunil'.

WHEREAS

- A. The Appointers are together the owners of land admeasuring 750 Bighas more or less lying and situate at and comprised in Dag No 31 of Patta No 1 Kharghuli Non-Cadastral (Rajabari) F.S. Grant Village under Beltola Mouza District Kamrup now Kamrup (Metro) in the State of Assam and Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Ulubari Mouza, District Kamrup now Kamrup (Metro) in the State of Assam more fully described in the Part - I of the Schedule hereunder written and delineated on the Map or Plan annexed hereto and bordered "RED" thereon and hereinafter called "the LAND". Out of the total area of the Land, MPPPL is the absolute owner of land measuring 628 Bighas, 4 Kathas and 5 Lechhas; described in Part - II of the Schedule hereunder written and SRL, ERPL and ARPL own separately total land measuring 121 Bighas and 15 Lechhas, described in Part - III of the Schedule hereunder written.
- B. The Appointers have entered into a Development Agreement dated 30 April 2012 ("Development Agreement") with SHDPL whereby the Appointers have jointly appointed SHDPL to develop the Land by constructing a township thereon ("Project") for consideration as provided in the Development Agreement in accordance with the master plan sanctioned by the Guwahati Metropolitan Development Authority (GMDA) vide its letter reference no. GMDA/BP/1307/07/217 dated 7 June 2010 or any alterations or modifications thereof as may be approved by the GMDA ("Master Plan").
- C. The Development Agreement inter alia provides that the Appointers shall exclusively and irrevocably grant permit constitute and appoint SHDPL and its authorized officers as their constituted Attorney to enable SHDPL to carry on development and construction of the self contained units including flats, apartments, bungalows, villas, row houses for residential purposes and shops and other spaces to be enjoyed for commercial and/or institutional and/or resorts and/or hospitals purposes and shall also include saleable plots to be used for residential and/or commercial and/or institutional and/or resorts and/or hospitals purposes including Car Parking spaces in the Project to be constructed/developed by the Developer ("Units") and to enter into agreements for sale and/or lease and/or other documents including deed of sale or lease with prospective buyers or otherwise deal with the Units as well as the undivided proportionate interest in any part of the Land appertaining to the Units and also to receive consideration moneys and further to execute receipts and/or all documents in connection therewith.

For EDEN RIVERSCAPE PVT. LTD.

(Signature)
Director
(CHARAN SARAN BAJORIA)

For EDEN RIVERSCAPE PVT. LTD.

(Signature)
Director
(ASHOK KUMAR JAIN)

MANAS PRODUCTS (PROTEIN) PVT. LTD.
 (ASHOK KUMAR CHOUDHARY)
 MANAS PRODUCTS (PROTEIN) PVT. LTD.
 (RANJAN KUMAR CHOUDHARY)

- D. In this connection, Appointers vide their respective board resolutions resolved to execute an irrevocable general power of attorney in favour of the Attorney, for the purposes set out herein below.
- E. In pursuance of the said Development Agreement, the Appointers have put SHDPL into the possession of the Land to commence construct and complete the development of township on the Land.
- F. The Appointers now desire to irrevocably appoint the Attorney as its constituted Attorney.

NOW, THEREFORE, MPPPL, SRL, ERPL and ARPL together hereby nominate, constitute, appoint and empower SHDPL ("ATTORNEY") as their lawful Attorney, with the power and authority to do all or any of the following acts, things, deeds, and matters, as may be necessary in respect of the Land for construction, development and completion of the Project in order to achieve the purpose and objectives of the said Development Agreement including but not restricted to the following, that is to say:

1. to receive possession of the Land from the Appointers and to hold, manage and maintain such possession in accordance with the terms and conditions contained in the Development Agreement till the completion of the Project and the transfer of the Units as envisaged in the Development Agreement.
2. 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, affix board, put the barbed wire fencing or construct a compound wall on the Land or any portion thereof as per demarcation thereof and to make all payments for getting the work done;
3. 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.
4. to prepare, sign execute and submit all papers, documents, statements undertakings, declarations and plans as may be required for any alteration or modification of the Master Plan for the Land as sanctioned by the concerned authority including GMDA and to sign such plan or plans as may be necessary or be required from time to time for the purpose of developing and completing the Project on the Land and to get sanction for the Additional FAR and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of the Attorney and to pay on its own account necessary fees and charges required for getting the plans modified and/or sanctioned and also do all other acts and things as may be necessary for getting the plans of the buildings modified and/or sanctioned by the GMDA and/or Municipal and/or other authorities concerned;
5. to prepare plans including building plans for the construction and development of the individual Unit(s) of the Project in accordance with the Master Plan before the appropriate authorities including local bodies and authorities within whose jurisdiction the Land falls and to obtain sanction and/or modification for development of the Project and/or building plan over and in respect of the Land and for that purpose to sign all deeds papers documents affidavits including Building Plan and to deposit and file the same before all statutory authorities and to apply for and obtain all approvals consents licenses permits from all Regulatory Authorities including Police,

For Anannya Realtors Private Limited
 Rajesh Jain
 Director

For Anannya Realtors Private Limited
 Mahesh Kumar Agarwal
 Director

For EDEN RIVERSCAPE PVT. LTD.
 (CHARAN SARAN BAJORIA)
 Director

For EDEN RIVERSCAPE PVT. LTD.
 (ASHOK KUMAR JAIN)
 Director

EDEN RIVERSCAPE (PVT) LTD.
 (ASHOK KUMAR CHAUDHARY)
 (RANJAN KUMAR CHAUDHARY)

Environmental Authorities, Municipal Authorities and other statutory and local bodies and government departments;

6. to apply for and obtain electricity, gas, water, sewerage, drainage, telephone, or other connections of any other utility at or upon the proposed township and/or the Units and/or Land and/or to make alterations therein and for that purpose to sign execute and submit all papers applications documents and plans and to do all other acts deeds and things as may be deemed fit and proper by the Attorney;
7. to pay all rates, taxes, charges, expenses and other outgoings, whatsoever payable from the date of signing of the Development Agreement ("Effective Date") in the names and on behalf of Appointers for and on account of the Land or any part thereof and/or development thereof and similarly to receive all incomings receivable for and on account of the Land or any part thereof;
8. to insure the Land and/or the proposed township and Units to be constructed thereon against damages, fire, tempest, riots, civil commotions, floods, earthquake or otherwise and to lodge claims and also receive all insurance claims and moneys and for that purpose to pay the premium and do all acts and things and as the said Attorney may deem fit and proper;
9. to commence, prosecute, enforce, defend, answer, and oppose all actions and other legal proceedings and demands touching any of the matters concerning the Land or any part thereof and/or development thereof and/or construction of township thereat including relating to acquisition and/or requisition and/or attachment in respect of the Land or any part thereof and if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceeding as aforesaid before any court civil or criminal or revenue;
10. to sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, memorandum of appeal or any other document or paper in any proceedings concerning the Land or in any way connected with the development thereof;
11. to deposit and withdraw fees, documents and moneys in and from any courts and/or any other person or authority and give valid receipts and discharges thereof;
12. for all or any of the purpose hereinbefore stated to appear and represent Appointers before all authorities having jurisdiction and to sign execute and submit all papers and documents concerning the Land and/or commercial structures, spaces and buildings to be developed on the Land;
13. to appoint any project consultant, project manager, architects, engineers and/or any other suitable professionals from time to time, as the Attorney may deem fit and proper, for construction, completion of the Project, spaces and buildings to be developed on the Land;
14. to commence, carry out and complete and/or cause to be commenced and completed, construction work on the Land in accordance with the sanctioned plans and approved specifications and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed;
15. to transfer or sell the Units developed/ constructed and/or to be developed/constructed on the Land and for that purpose to negotiate with the

For Anannya Realtors Private Limited
 Rajesh Jain
 Director

For Anannya Realtors Private Limited
 (MAHESH KUMAR AGARWALA)
 Director

For EDEN RIVERSCAPE PVT. LTD.
 (CHARAN SARAN BATORIA)
 Director

For EDEN RIVERSCAPE PVT. LTD.
 (ASHOK KUMAR JAIN)
 Director

MAHESHA KUMAR AGARWALA
DIRECTOR
(MAHESHA KUMAR AGARWALA)

ASHOK KUMAR CHAUDHARY
DIRECTOR
(ASHOK KUMAR CHAUDHARY)

ANANYA REALTORS PRIVATE LIMITED
DIRECTOR
(ANANYA REALTORS PRIVATE LIMITED)

ANANYA REALTORS PRIVATE LIMITED
DIRECTOR
(ANANYA REALTORS PRIVATE LIMITED)

ANANYA REALTORS PRIVATE LIMITED
DIRECTOR
(ANANYA REALTORS PRIVATE LIMITED)

ANANYA REALTORS PRIVATE LIMITED
DIRECTOR
(ANANYA REALTORS PRIVATE LIMITED)

prospective purchasers and/or transferees for sale and/or transfer of such Units along with transfer of the undivided and proportionate interests in the Land for and on behalf of the Appointers to the prospective purchasers and transferees on such terms and conditions as the Attorney may think fit and proper and as may be provided for in the said Development Agreement and to sign execute all deeds, documents and papers for and on behalf of the Appointers for effecting transfer of the Units and the undivided and proportionate interests in the Land to the transferees and to receive the entire consideration for and in respect of the aforesaid sale and/or transfer and to give receipt for the same;

16. to cause the survey as also measurement of the Land by the local Land Revenue staff members or other Central or State Government Agencies and/or departments and further to cause erection and/or affixation and/or installation of pillars as also fencing all around the Land at such costs and such terms and in such manner as the Attorney shall think proper;
 17. to present for registration with the registering authority the deeds of conveyance and other document or documents for transfer of the Units along with the undivided and proportionate interests in the Land, including agreements to sale of the Unit(s) and the undivided and proportionate interests in the Land of whatsoever nature executed by the Attorney in the name and on behalf of the Appointers in terms of the provisions herein and/or in the Development Agreement and to admit the execution thereof and to complete the registration procedure before the registering authority;
 18. to negotiate, and enter into agreement for sale and/or lease and deed of sale and/or lease in respect of undivided proportionate share or interest in the Land together with Units to be developed on the Land and all rights and properties appurtenant thereto subject to the provisions of the said Development Agreement and for that purpose to sign and execute for and on behalf of the Appointers all deeds of conveyances and/or lease deeds and/or transfer deeds of any nature in respect of the Units and present such deeds for registration before the Registrar and Sub Registrar and admit the execution thereof;
 19. 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, affidavits, applications, returns, confirmations, consents and other documents 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 and to receive premium/considerations, rents, service charges, taxes and other amounts therefore and grant valid receipts and discharges for the same.
 20. to demarcate and earmark separate plots of land from the Land for transfer of such plots to institutions, hospitals and resorts and to transfer such plots by way of sale and/or lease or otherwise to the intending purchasers and/or transferees on such consideration as the Attorney may deem fit and proper.
- Provided that where the Attorney proposes to transfer the above plots to any of their group companies/ affiliates/ associates, they shall transfer such plots at a price to be mutually decided by the Appointers and the Attorney;
21. to receive all booking amounts, premium; consideration at one go or in installments from the intending purchasers for transfer of the Units to the intending purchasers, to give an effectual receipt thereof and to deliver possession of Units to be developed to

For EDEN RIVERSCAPE PVT. LTD.

(Signature)
Director

(CHARAN SARAN BAJORIA)

Page 6 of 11

For EDEN RIVERSCAPE PVT. LTD.

(Signature)
Director

(ASHOK KUMAR JAIN)

Shristi Infrastructure Development Corp Ltd.

Authorised Signatory

For MARIAS PRODUCTS (PROTEIN)

Ashok Kumar Choudhary

(ASHOK KUMAR CHOUDHARY)
MARIAS PRODUCTS (PROTEIN) PVT. LTD.

Ranjana Kumar Choudhary

(RANJANA KUMAR CHOUDHARY)

any intending purchaser or transferee, whether on the basis of sale, lease, rent, license, leave and license, or any other basis that may be agreed between the Attorney and such intending transferees;

22. to empower on behalf of and in the names of the Appointers and to represent their interest before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whatsoever;
23. to apply for refund of deposits made or to be made with the concerned Authorities and receive such refunds;
24. to nominate, appoint, engage and authorize solicitors, advocates, Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Contractors, Sub-Contractors and other professional agents and to sign and give warrants or Vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remunerations including special fees and charges;
25. In connection with or relating to the Land to take action under intimation to the Owners against any person or tenants, occupiers, etc. if any, in any court and to represent the Appointers in any Court of Law and to sign applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on behalf of the Appointers from time to time as may be found necessary, proper and/or enter into any agreement relating to development of the Land or to refer the same to arbitration or otherwise to deal with the same as effectively to all intents and purposes aforesaid to appoint Advocates(s), Solicitors and Counsel and to sign Vakalatnama and/or authorizations on behalf of the Appointers;
26. to appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates, sanctioning authorities and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.
27. to raise necessary finance as and how the Attorney may deem fit and to create mortgage (by deposit of original title deeds of the Land or otherwise) or charge or encumbrances over the Units and the Land for the purposes of obtaining lending/financing/guarantees for development and construction of the Project or for any payment of license fees/charges or any other statutory or government levies for development/construction on the Land or for any customer financing for the Purchasers of the Unit(s) in the Project or for anything pertaining to development/construction of the Project and sign execute all documents deeds papers as may be required for that purpose from time to time for its own behalf and for and on behalf of the Owners, provided however that the Attorney shall repay such liabilities at the earliest opportunity and shall at all times keep the Appointers saved and harmless against any claim, loss or damages that the Appointers may have to face in relation to or arising out of such mortgage;
28. to grant "No Objection Certificate" to the intending purchasers/transferee/allottees for the purpose of obtaining housing and / or commercial loan, from the institutions and/or banks and/or any other authorities, for the purpose of acquiring Units in the Project and the proportionate interests in the Land and creating mortgage of their respective Units;

For Anannya Realtors Private Limited

Rajesh Kumar
Director

For Anannya Realtors Private Limited

Hanesh Kumar
Director

(HANESH KUMAR)

For EDEN RIVERSCAPE PVT. LTD.

Charan Saran Bajoria
Director

(CHARAN SARAN BAJORIA)

For EDEN RIVERSCAPE PVT. LTD.

Ashok Kumar Jain
Director

(ASHOK KUMAR JAIN)

ANANNYA PRODUCTS (PROTEIN) PVT. L.

(Signature)
DIRECTOR

ASHOK KUMAR CHOUDHURY

ANANNYA PRODUCTS (PROTEIN) PVT. LTD.

(Signature)
DIRECTOR

RANJAN KUMAR CHOUDHURY

(Signature)
DIRECTOR

29. to make applications to the government or semi-government authorities for Grants, Subsidies, Quotas, Permits, sanction of cement and steel and/or such other building materials as may be required and for that purpose to execute necessary petitions, applications and writings including undertakings and bonds and to furnish necessary deposits for the same;
30. to market the Project and for that purpose appoint marketing agents, brokers, and any other person and to advertise in the newspapers or such other media as the Attorney may deem fit and to enter into agreements for the sale and/or transfer of such Units with the prospective purchasers or transferees at and for such price or consideration and upon such terms and conditions as the Attorney shall deem fit and proper in accordance with the Development Agreement and for the same also to enter into for itself and for and on behalf of the Appointers the agreements for sale and/or transfer of the Units and to do all such necessary acts and things as may be necessary or proper in that behalf;
31. to give undertakings, assurances and indemnities, as may be required for the purposes aforesaid.
32. to appear and represent the Appointers before all authorities, make commitments and give undertakings as may be required for all or any of the purposes herein contained.
33. to execute, sign, seal and deliver in the name and on behalf of the Appointers all documents, deeds, instructions, agreements, contracts, acknowledgements including charges, mortgages and security documents on the Land in respect thereof as fully and effectually to all intents and purposes as the Appointers could have done;
34. to delegate, substitute, appoint, authorise any other directors, officers of SHDPL and/or of its Group Concerns or such other persons as may be authorised by the Attorney from time to time in this regard and to remove such authorized persons or delegates or substitutes and to appoint any other or others as may be duly appointed under the authority given herein;

AND GENERALLY to do all other acts, deeds, matters and things concerning and in respect of development of the Land and/or construction of township thereat to be carried out by the Attorney on the Land and to fully effectuate the Development Agreement, provided that nothing contained herein shall authorize the Attorney to act in contravention of the provisions of the Development Agreement and/or allow the Attorney to exceed the authority granted under the Development Agreement.

AND this irrevocable general power of attorney shall be governed by the laws of India.

AND, APPOINTERS HEREBY AGREE AND UNDERTAKE TO ALLOW, RATIFY AND CONFIRM all and whatever acts, deeds, things which the Attorney shall lawfully do or cause to be done on and in respect of the Land and/or development of the Project and/or construction of Units thereat as aforesaid by virtue of these presents.

APPOINTERS FURTHER DECLARE that on appointment of the Attorney by this presents, Appointers shall have no authority and / or power to exercise any of the powers vested in the said Attorney by these presents in respect of the Land, without the written approval of the Attorney.

For EDEN RIVERSCAPE PVT. LTD.

(Signature)
Director

(CHARAN SARAN BATORIA)

For EDEN RIVERSCAPE PVT LTD.

(Signature)
Director

(ASHOK KUMAR JAIN)

For Anannya Realtors Private Limited

(Signature)
Director

For Anannya Realtors Private Limited

(Signature)
Director

(MAHEKA KUMAR)

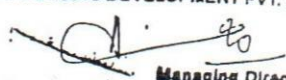
IN WITNESS WHEREOF, APPOINTERS have caused their common seals to be affixed hereto on the 30th day of April, 2012.

SIGNED SEALED AND DELIVERED by
APPOINTERS, acting through their duly
authorized signatories

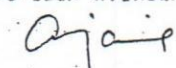
Signature : 
Name : Parama Hazare
Designation : Director
Seal :

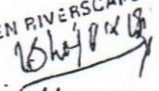
ACCEPTED AND CONFIRMED by the
ATTORNEY,

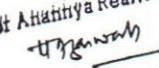
For SHRISTI HOUSING DEVELOPMENT PVT. LTD.

Signature : 
Name : Sonil JHA
Designation : Managing Director
Seal :

For, Shristi Riverine Limited
Signature : 
Name : ANIL JAINA
Designation : DIRECTOR
Seal :

For EDEN RIVERSCAPE PVT. LTD.
Signature : 
Name : Ashok Kumar Jain
Designation : Director
Seal :

For EDEN RIVERSCAPE PVT. LTD.
Signature : 
Name : Chandra Shekhar Bajpai
Designation : Director
Seal :

For Ahattiya Realtors Private Limited
Signature : 
Name : Mahesh Agarwala
Designation : Director
Seal :

For Anannya Realtors Private Limited

Signature : *Rajesh Jain*
Name : RAJESH JAIN Director
Designation : DIRECTOR
Seal :

Signature : *Abhinav Choudhary*
Name : Abhinav Kumar Choudhary
Designation : DIRECTOR
Seal :

Signature : *Rajesh Jain*
Name : Rajesh Jain
Designation : Director
Seal :

In the presence of:

Signature : *Rajesh Jain*
Name : RAJESH KUMAR JAIN
Address: 15B, Ballygunge Circular Rd.
Flat FA/3, Kolkata-700019

In the presence of:

Signature : *Biswambhar Sharma*
Name : Biswambhar Sharma
Address: Chakraborty High Court
Gurgaon



Schedule

PART I

ALL THAT piece and parcel of land containing by measurement in an area of 750 Bighas more or less lying and situate at and comprised in Dag No 31 of Patta No 1 Kharghuli Non-Cadastral (Rajabari) F.S. Grant Village under Beltola Mouza District Kamrup now Kamrup (Metro) in the State of Assam and Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Uluberi Mouza, District Kamrup now Kamrup (Metro) in the State of Assam and delineated on the Map or Plan annexed hereto and bordered "RED" thereon and butted and bounded as under:

On the North: River Brahmaputra

On the South: Clearance Grant / Rajabari Grant

On the East: Bonda Road

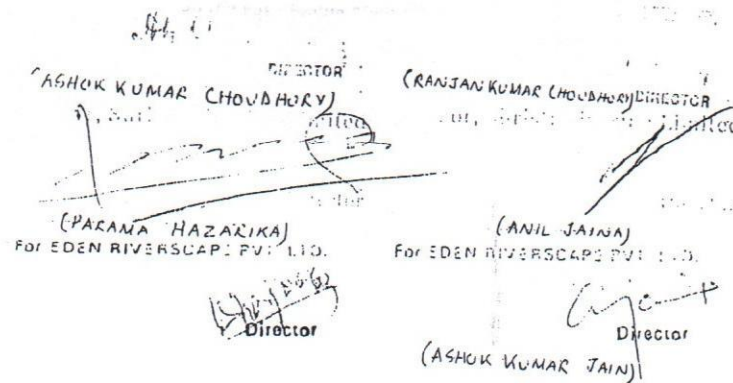
On the West: Choonsali Village

PART II

ALL THAT piece and parcel of land containing by measurement in an area of 628 Bighas 4 Kathas 5 Lechhas more or less lying and situate at and comprised in Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Uluberi Mouza, District Kamrup now Kamrup (Metro) in the State of Assam being the Western Portion of the Land described in Part I of the Schedule.

PART III

ALL THAT piece and parcel of land containing by measurement in an area of 121 Bighas 15 Lechhas more or less lying and situate at and comprised in Dag No 31 of Patta No 1 Kharghuli Non-Cadastral (Rajabari) F.S. Grant Village under Beltola Mouza and at present Classified as Trade Site Class III in the District of Kamrup now Kamrup (Metro) in the State of Assam being the Eastern Portion of the Land described in Part I of the Schedule.


ASHOK KUMAR CHOUDHURY
(PARANA HAZARIKA)
For EDEN RIVERSCAPE PVT. LTD.
Director
(RANJAN KUMAR CHOUDHURY)
(ANIL JAINA)
For EDEN RIVERSCAPE PVT. LTD.
Director
(ASHOK KUMAR JAIN)

For P&A No. 1017

Rajish Taneja
Director

ADVOCATE'S IDENTITY CARD

No.: 257/GHY Date: 15.06.09

Name: BISWAMBHAR SHARMA

Date of Birth: 31-12-1973

Enrolment No: 918 of 1999-2000

Place: GUWAHATI

B. Sharma

Bar Council of Assam, Nagaland, Meghalaya, Manipur, Tripura, Mizoram, Arunachal Pradesh & Sikkim
High Court Building, Gauhati

LAWYER'S ASSOCIATION

GUWAHATI

Enrolment No: 257 of 1999-2000

Name: SANGHAM DEVI

S. Devi

Bar Council of Assam, Nagaland, Meghalaya, Manipur, Tripura, Mizoram, Arunachal Pradesh & Sikkim
High Court Building, Gauhati

GOVERNMENT OF WEST BENGAL

INDIAN UNION DRIVING LICENCE

Driving Licence No: WB-014998657597

Name: RAJESH K JAIN

Address: 21 B BANGUR STREET KOLKATA 700012

Rajesh K Jain

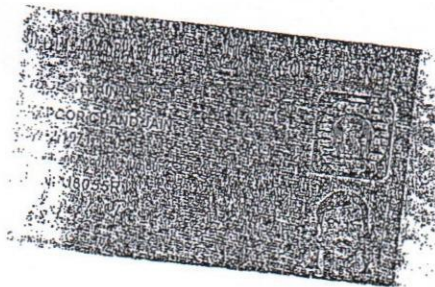
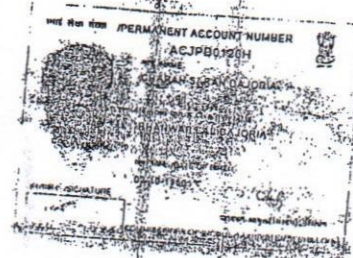
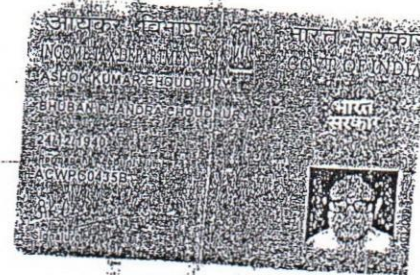
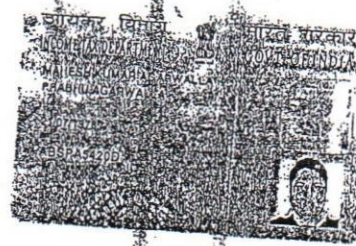
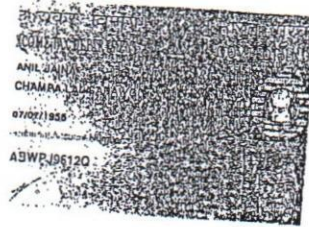
Signature of: B. LAL JAIN

Date of Issue	17/02/1998	Blood Group	U
Valid Till (DT)	22/02/14	Date of Birth	23/03/1964
Valid Till (T)	X		

Licensing Authority: P.V.O. Kolkata, Licensing Authority Sign

Shristi Infrastructure Development Corp Ltd.

Authorised Signatory



Shristi Infrastructure Development Corp Ltd.

Authorised Signatory