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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 640337

যদি প্রমাণিত হইবে যে এই স্ট্যাম্পের
উপস্থিতি এই দস্তাবেজের অংশ

যদি প্রমাণিত হইবে যে এই স্ট্যাম্পের
উপস্থিতি এই দস্তাবেজের অংশ

23 AUG 2013

POWER OF ATTORNEY FOR DEVELOPMENT OF PROPERTY

Date: 21st August, 2013

2. Place: Kolkata

vc-280710

69862

Sl. No.
Name : S. R. DAS, Advocate
Address : Alipur Police Court, Kol - 27

Rs.
Kolkata Collectorate,
11, Netaji Subhas Road, Anwar Kr. Soha
Kolkata - 1
Date:
Vendor.

-3 AUG 2013

(A. Molla)

VC/F
2345

(A. Molla)
Fair Land Development India Ltd.
Managing Director

(ANWAR ALI MOLLA)
FAIRLAND-REACTORS PVT. LTD.
Managing Director

VC/F
2346

(Anwar Molla)



VC/F
2347

SOUWITA CONSTRUCTION PVT. LTD.

(Anirban Roy)
Director

A. J. S. R. Bishouppur
Dist: South 24 Parg

21.08.13

Identified by me
Anirban Roy, Anwarala,
1, Hare Street, Kolkata 70001.

3. Parties:

33 *Free* Fairland Development India Limited, previously known as Fairland Development Private Limited, a company incorporated within the meaning and under the Companies Act, 1956, having its registered office at Premises No. 47, Park Street, Suite No. 9A, First Floor, Kolkata 700 016, represented by its Director, Mr. Anwar Ali Molla, son of Late Hazi Kousar Ali Molla, resident at N.G. Road Daulatpur, P.O. Pailan, P.S. Bishnupur, Kolkata 700 014.

32 *Free* Fairland Realtors Private Limited, a company incorporated within the meaning and under the Companies Act, 1956, having its registered office at Premises No. 47, Park Street, Suite No. 9A, First Floor, Kolkata 700 016, represented by its Director, Mr. Anwar Ali Molla, son of Late Hazi Kousar Ali Molla, resident at N.G. Road Daulatpur, P.O. Pailan, P.S. Bishnupur, Kolkata 700 014.

31 *Free* Mrs. Ranu Parvin Molla, wife of Mr. Anwar Ali Molla, resident at N.G. Road Daulatpur, P.O. Pailan, P.S. Bishnupur, Kolkata 700 014.

Free 34 Mr. Anwar Ali Molla, son of Late Md. Hazi Kousar Ali Molla, resident at N.G. Road Daulatpur, P.O. Pailan, P.S. Bishnupur, Kolkata 700 014.

Parties numbered 31, 32, 33 and 34 for the sake of brevity hereinafter called, referred and identified as the "Parties".

Principals.

Executants/Grantors/Owners² which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include their Directors, successors, legal heirs, executors, administrators and permitted assigns, as the case may be:

And

35. Soumita Construction Private Limited, a company incorporated within the meaning and under the Companies Act, 1956, having its registered office at Premises No. D-302, City Centre, DC Block, Salt lake City, Kolkata 700 061, represented by its director, Mr. Amitabh Roy, son of Mr. Sanil Kumar Roy, working for gain at Premises No. B-301, City Centre, DC Block, Salt lake City, Kolkata 700 061, hereinafter for the sake of brevity called, referred and identified as the "the CONSTITUTED ATTORNEY/DEVELOPER", which term and/or expression, unless repugnant to the context or meaning thereof, shall mean, imply and include their Directors Officers, successors in office and permitted assigns:

WHEREAS

a. In terms of the basic understanding between the Owners and the Developer which stands with regard to the phase wise development (in the manner specified in this Agreement) of Property/Land amounting total 41 Bighas 8 Cottals comprised of the Mouza-Daolatpur, J.L. No.79, Mouza-Bagi, J.L.No.78 and Mouza Angachia, J.L. No 95 within the limits of

title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owners in the above property by constructing new residential/commercial buildings thereon (Project) with the object of selling the units/apartments/shops/offices/carparks/constructed area comprised therein the said Project with the condition of the balance lands admeasuring 8 Bighas and 12 Cottahs being further given for development to the Developer by the Owners as and when required by the Developer subject to the Time Period agreed the Parties entered into a Development Agreement dated 4th March, 2013 duly registered and recorded in Book No. 1, CD Volume No. 4, Pages from 10182 to 10241, Being No. 02052 for the year 2013 with the Additional Registrar of Assurances-1, Kolkata.

b. In terms of clause 10.1 of the said Development Agreement, a Power of Attorney is required to be granted to the Developer to take all necessary steps for the purpose of getting the Building Plan sanctioned/revalidated/modified/alterd by the Planning Authorities as well as for construction of the Complex in terms of the said development agreement.

c. It is also agreed between the parties in terms of the Development Agreement, that the Developer shall be entitled to:

deal with its Allocation being 67 % of the said property in terms of the development agreement, after demarcation of the respective allocations of the Developer and the Owner subsequent to the sanction of the Building Plan from the concerned authority

D. It is also agreed by and between the parties that after mutual discussions, a separate instrument demarcating the respective allocations of the developer and the owners as per their ratio shall be drawn up and treated as part of the development agreement subsequent to sanction of building plans by the said authority.

E. It has also been mutually agreed between the parties herein that in terms of the instant power of attorney the Developer shall be entitled to negotiate for Sale, Leasing or otherwise Transfer of the Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces; to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or acquire Flats, Units, Car Parking spaces and other constructed areas/saleable spaces; or to enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car Parking spaces and other constructed areas/saleable spaces forming part of the

developers allocation and only in respect of 50,000 Square Feet of the part of the Owners Allocation.

F. The Developer also undertakes to obtain prior written consent of the Owner/Grantor/Executor in the event of effecting any transfer of the Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces to enter into any contract, agreement, right of occupancy user and/or enjoyment with any person or persons intending to own and/or occupy Flats, Units, Car Parking spaces and other constructed areas/saleable spaces or To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car Parking spaces and other constructed areas, saleable spaces in respect of 30,000 Square Feet of the part of the Owners Allocation i.e 33%.

G. In terms of such clause in the development agreement, we the Executants/Grantors/Owners do and each of us do hereby nominate, constitute and appoint Soumita Construction Private Limited represented by its authorized representative Mr. Amitabh Roy, son of Mr. Sunil Kumar Roy, working from office Premises No. 9-501, City Centre, DC Ghose, 1st floor, 7/B, Kolkata 700 064, hereinafter for the sake of brevity called referred and identified as the "the CONSTITUTE ATTORNEY/DEVELOPER", to be our true and lawful attorney in our name and on our behalf to do jointly or severally all and/or

execute all or any of the following acts, deeds, matters and things for us and on our behalf and in our names in respect of Land admeasuring 27 Bighas more or less out of the 41 Bighas & Cottahs within Panchayat Kulerdari, Mouza- Daulatpur, J.L. No- 79, Panchayat- Bhasa, Mouza-Bagi, J. L. No. 78 and Panchayat- Amgachia, Mouza- Amgachia J.L. No. 93, within the limits of P.S - Bishnupur, District- South 24 Parganas (Hereinafter referred to as the said property) Morefully and particularly described in the schedule hereinbelow.


1. To take all necessary steps and to sign all papers, documents as to be required and to apply for conversion, mutation, amalgamation, etc. of the nature of the Said Property before the concerned Block Land and Land Reforms Officer and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same for us and on our behalf.

2. To cause the submission of plans for the Said Property to be prepared and submitted before the concerned Block Land and Land Reforms Officer and then to have the same sanctioned/modified/alterd/revised/revaluated by the planning authorities with prior consent of the executants /grantors/owners and to pay fees, costs and charges for such sanction/modification/alteration/revision/evaluation/amenments and upon completion of work, to obtain electricity connection form WBSER and to execute the necessary documents if any, in respect of a portion of the said Property for installation of electrical equipment for electric supply, damage correcting

water connection and completion certificates from the planning authorities for us and on our behalf.

3. To deal with all authorities including but not limited to the Block Land and Land Returns Office and the concerned Municipality and other statutory authorities including but not limited to Kolkata Metropolitan Development Authority, Town and Country Planning authorities, MCD, Metro Railway Authority and W.B. Fire Department authorities, as to be required for the said Property, obtaining regulatory clearances from various department, obtaining drainage connection, water connection and certificate of the concerned authority and to prepare, sign and submit all plans, papers, documents, statements, undertakings, declarations, affidavits, applications, returns, confirmations, consents, indemnities and other ancillary papers, as be required, in this regard for us and on our behalf.

4. To negotiate for Sale, Leasing or otherwise Transfer of the Fairs, Chits, Car Parking spaces or rights and other constructed areas or saleable spaces forming part of the developers allocation in the new Building or Buildings and in respect of 50,000 Square Feet of the part of the Owners Allocation, to be constructed at the said Property or any of them to the person or persons interested in owning, purchasing, taking on lease and/or otherwise acquiring the same together with or independent or or independently the land comprised in the said Property or any of them at such consideration, premium, rent etc. and on such terms and condition as the said Attorney may deem fit and proper and to receive all proceeds consideration and other amounts therefrom and grant valid receipt



and discharges which shall fully exonerate the person paying the same in respect of the developers allocation and in respect of 50,000 Square Feet of the part of the Owners Allocation.

5. To enter into any contract, agreement, right of occupancy, user and/or enjoyment with any person or persons intending to own and/or acquire Plans, Units, Car Parking spaces and other constructed areas/saleable spaces comprised in the sale of the said Property in respect of the developers allocation and in respect of 50,000 Square Feet of the part of the Owners Allocation i.e. 33% and for that to sign, execute and deliver all papers, deeds, cancellations, documents, instruments and writings in respect of the developers allocation and do all acts, deeds and things, including to make refunds and payments in favor of any account whatsoever and also to deal with the estate and rights of such person or persons in such manner as the said Attorney may deem fit and proper.

6. To ask, demand, sue for, recover, realize and collect all money, earnest money, considerations, premiums, rent, construction costs, deposits, advances, compensations, interests, damages, payments whatsoever etc. in respect of the Units, Car Parking spaces and other constructed areas/saleable spaces forming part of the developers allocation and in respect of 50,000 Square Feet of the part of the Owners Allocation, which are or may be due payable or payable to any person or persons or authority, as aforesaid in any record whatsoever and to give effectual receipts and discharges for the same;

7. To enforce any covenant in any Agreement for Sale, Deed or any other Agreement or Contract of in respect of Flats, Units, Car parking spaces and other constructed areas/saleable spaces forming part of the developers allocation and in respect of 50,000 Square Feet of the part of the Owners Allocation, by virtue of the authorities hereby conferred, in favour of the person or persons interested in owning, purchasing, taking on lease and/or otherwise acquiring Flats, Units, Car Parking spaces or rights and other constructed areas or saleable spaces in the new Building or Buildings to be constructed at the said Property and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others;

8. To deliver possession and/or make over the constructed Flats/ Units portions and issue letters of possession and other constructed areas/saleable spaces forming part of the developers allocation in respect of 50,000 Square Feet of the part of the Owners Allocation i.e. 83% and to do all and everything that shall be necessary for completing all sales, transfers, leases or tenancies or otherwise for saleable areas forming part of the developers allocation.

9. To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to appoint Solicitors, Advocates, Consultants as may be required and to accept any notice and service of papers from any Court, Tribunal, Adjudical Tribunal, Postal and/or other authorities and to receive and pay all amounts including Court Fees etc for us and on our behalf.

10. To make payment of up to date land revenue/provincial/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts therefor for us and on our behalf.

11. To approach all concerned authorities under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act for us and on our behalf.

12. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney(s) in exercise of our power or powers herein contained shall be borne and paid and provided for by our said attorney(s) alone and we shall not be responsible for the same and the said Attorney(s) shall indemnify and keep indemnified our estate and effects from and against the payment of the aforesaid costs, charges, that may have to be paid by us by reason of our Attorney(s) doing or causing to be done any act, deed, matter or thing by virtue of these presents.

13. It is expressly stated that this power of attorney does not create, constitute or assume any kind of transfer in favor of the said Attorney and the attorney has the right to enter into any conveyances, assurances, agreements etc. in respect of transfer of any Flats, Units, Car Parking spaces and other constructed areas/saleable spaces of the said project only in respect of the

developer's allocation and in respect of 50,000 Square Feet of the part of the Owners Allocation.

14. It is also further expressly stated that no power to deal with transfer of any Flats, Units, Car Parking spaces and other constructed areas/saleable spaces of the said project forming part of the Owners allocation beyond the 50,000 square feet is being granted to the Developer/Attorney by virtue of this presents.

15. AND WE THE ABOVE NAMED HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever the said attorneys under the power in that behalf and shall lawfully do or cause to be done in the premises either jointly and/or severally aforesaid by virtue of these presents.

Schedule of Property

Land admeasuring 27 Bighas more or less out of the 11 Bighas 8 Cottans within Panchayat: Kulerdari, Mouza- Daulatpur, J.L. No- 79, Panchayat: Bhasa, Mouza-Baga, J. L. No. 78 and Panchayat: Angachia- Mouza- Angachia J.L. No. 93, within the limits of P.S - Bishnupur, District: 24 Parganas (South):

Mouza	J.L	R.S & L.R	Area	R.S/L.R Khatia No
	No	Dag No	(decimal)	
Daulatpur	79	796	17	2698
Daulatpur	79	795	30	2698
Daulatpur	79	794	7	2698
Daulatpur	79	785	13	2698
Daulatpur	79	786	27	2698
Daulatpur	79	790	67	2698
Daulatpur	79	791	7	2698
Daulatpur	79	794	7	2698
Daulatpur	79	780/1140	56	2698
Daulatpur	79	782	40.5	2698
Daulatpur	79	788	13	2698
Daulatpur	79	780	83	2698
Daulatpur	79	787	43	2698
Daulatpur	79	783	19	2698
Daulatpur	79	783	65	2698

Daulatpur	79	782	14.5	2698
Daulatpur	79	780	32.75	2698
Daulatpur	79	780/1140	67	2698
Bagi	78	12	21	1221
Bagi	78	14	25	211
Bagi	78	14	22.5	1221
Bagi	78	12	6.5	1221
Bagi	78	13	16	1221
Bagi	78	13	9	1221
Bagi	78	12	12	1221
Bagi	78	13	21	65,67,68,69,70,71,72
Bagi	78	14	8	63
Bagi	78	13	32	63
Bagi	78	14	19.5	8,789,104
Bagi	78	13	5	64
Bagi	78	12	25	58,59
Amgachia	95	67	69	72

Together with all title, benefits, easements, accessories, claims, demands, usufruct and tangible and intangible rights of whatsoever nature in favour of the Clergy in the demarcated Property.

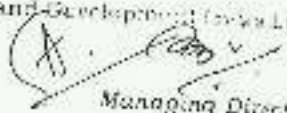
In Witness Whereof the Grantor and the Attorney have executed this Power of Attorney on the above date.

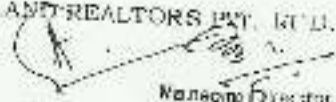
Witnesses

1) ^{Safik} Rappa Saifu
Pailan, Daulatpur
Mishraupur Kot-104

2) Sarbojit Ghosh
Advocate
High Court, Kolkata.

3) Nassim Ali Molla
Daulatpur, Pailan
Sector 24 Pura
Kolkata - 700104.

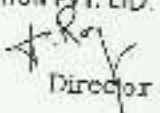
Fairland Development (Pvt) Ltd.

Managing Director

FAIRLAND REALTORS PVT. LTD.

Managing Director


(ANWAR ALI MOLLA)
Ramin Molla
(FRANU FARVIN MOL)

[Grantors/Owners/Executants]

SOUMITA CONSTRUCTION PVT. LTD.


Director
(AMITABHA SUT)

Drafted by me:

Nassim Raza

Advocate,

14, Haree SA, Room NO-5B,
2nd floor, KA-1



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District-South 24-Parganas

Endorsement For Deed Number : I - 04671 of 2013
(Serial No. 04227 of 2013 and Query No. 1613L000009772 of 2013)

21/08/2013

Registration of the Deed under Section 17(1)(b) of the Registration Act, 1908 and Section 17(1)(b) of the Registration Rules, 1966

Presented for registration at 09.00 hrs on 21/08/2013, at the Private residence by Mr. Anwar Ali Molla, one of the Executants.

Admission of Execution under Section 17(1)(b) of the Registration Act, 1908 and Section 17(1)(b) of the Registration Rules, 1962)

Execution is admitted on 21/08/2013 by

1. Mr. Anwar Ali Molla
 Director, Fairland Development India Limited(Fairland Development Private Limited), 47, Park Street, Suite No.- 9 A, 1st Floor, Kolkata, District-Kolkata, WEST BENGAL, India, Pin :-700016
 , By Profession : Business
 2. Mr. Anwar Ali Molla
 Director, Fairland Realtors Private Limited, 47, Park Street, Suite No.- 9 A, 1st Floor, Kolkata, District-Kolkata, WEST BENGAL, India, Pin :-700016.
 , By Profession : Business
 3. Mrs. Ranu Parvin Molla, wife of Mr. Anwar Ali Molla , N. G. Road, Daulatpur, Thana-Bishnupur, P.O. :-Pailan, District-South 24-Parganas, WEST BENGAL, India, Pin :-700104. By Caste Muslim, Profession : Business
 4. Mr. Anwar Ali Molla, son of Lt. Md. Hazi Kousar Ali Molla , N. G. Road, Daulatpur, Thana-Bishnupur, P.O. :-Pailan, District-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Muslim, Profession : Business
 5. Mr. Amitabh Roy
 Director, Soumitra Construction Limited, D.- 302 City Centre, D. C Block, Salt Lake City, Kolkata, District-North 24-Parganas, WEST BENGAL, India, Pin :-700064.
 , By Profession : Business
- Identified By Wasim Reza, son of , 14, Hare Street, Kolkata, District-Kolkata, WEST BENGAL, India, Pin :-700001. By Caste, Muslim, By Profession: Advocate.

(Jawed Akhter)
 ADDITIONAL DISTRICT SUB-REGISTRAR OF
 BISHNUPUR

On 22/08/2013

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. 5,58,30,474/-

(Jawed Akhter)
 ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

25/08/2013 16:43:00



Government Of West Bengal
Office Of the A.D.S.R. BISHNUPUR
District:-South 24-Parganas

Endorsement For Deed Number : 1 - 04671 of 2013
(Serial No. 04227 of 2013 and Query No. 1613L000009772 of 2013)

Certified that the required stamp duty of this document is Rs - 50/- and the Stamp duty paid as
Impresive Rs.- 50/-

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

On 23/08/2013

~~Certificate of Admissibility under the 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.

~~Payment of Fees~~


Amount By Cash

Rs. 7 00/- on 23/08/2013

(Under Article 1, E = 7/- on 23/08/2013)


(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
BISHNUPUR

(Jawed Akhter)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name... ANWAR ALI MOLLA

Signature 

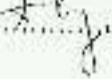
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name... FARVA PARVIN MOLLA

Signature Farva Parvin Molla

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name... Adnan Khan

Signature 

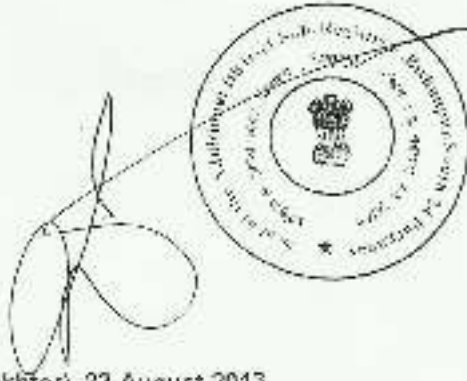
		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name.....

Signature.....

Registration under section 60 and Rule 69.

Registered in Book - I
Volume number 11
from 2602 to 2621
No 04671 for the year 2013.

A handwritten signature in black ink is written over a circular official stamp. The stamp features the state emblem of West Bengal in the center and text in Bengali and English around the perimeter. The Bengali text reads 'বিশ্বনাথ উপায়ুক্তালয়, বর্ধমান জেলা' and the English text reads 'Additional District Sub-Registrar, Bishnupur, West Bengal'.

(Jawed Akhter) 23-August-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal