

01/214/14

VC-2285/14

D. 11126/14



6.22P

10/10/14

9/20667/14

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to Registration. The signature sheets and the consent sheets annexed with the document are the part of this document.

T 659685

District Sub-Registrar-II
Alipore, South 24 Parganas

(12)

20 OCT 2014

POWER OF ATTORNEY FOR DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS shall come We,
(1) SRI SUBIR KUMAR MAL (PAN AJFPM2823K), son of Sri Sudhir Kumar Mal, by faith Hindu, by occupation Business, by Nationality Indian, residing at 185/1, Dharmatola Road, Police Station Budge Budge, District South 24 Parganas, Kolkata - 700 137 and (2) SMT. RITA BHUIYA (PAN BUVPB2511I)4, wife of Late Ashok Bhuiya, by faith Hindu, by occupation Housewife, residing at 87/2, Halderpara Road, Budge Budge, Kolkata - 700 137, hereinafter called and referred to as the PRINCIPALS of this Power of Attorney SEND GREETINGS :

Subir Kumar Mal

32656
BL. NO. DATE
NAM
ADD
AMT 10/-

08 OCT 2014

SAMIRAN BANERJEE
ADVOCATE
5A, BALARAM BOSE GHAT ROAD
KOLKATA - 700 025

- Subir Kumar Mal



5705

- Subir Kumar Mal



5706

- Rita Bhuiya



5707

Md. Sultan



Samiran Banerjee
Advocate
Alipore Judges' Court
KOL-700027

m
District Sub-Registrar
Alipore, South 24 Parganas


10 OCT 2014

WHEREAS we, the above named Principals are the joint Owners and possessors of ALL THAT piece or parcel of land measuring 18 Cottahs 15 Chittacks 5 Square Feet, more or less (17 Cottahs 0 Chittack 0 Square Foot and 1 Cottah 15 Chittacks 5 Square Feet for drain and common passage), together with structure measuring 840 Square Feet made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto standing thereon, lying and situated at lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian Nos. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1, within Holding Nos. 24/3, Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of Budge Budge Municipality, more fully described in the Schedule below and hereinafter called as the 'said property'.

AND WHEREAS with a view to develop the said property by making construction of a residential building/multi storied building we have entered into a registered Agreement for Development of the said Premises with M/S. SUNRISE ERECTORS PVT. LTD., a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Police Station Watgunge, Kolkata - 700 023 and represented by its Managing Director MOHAMMED SULTAN, son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, Police Station Watgunge, Kolkata 700 023, (therein referred to as the Developer) on 10th October, 2014 under the terms and conditions as contained therein, since registered in the Office of the

Sukir Kumar Mal




District Sub-Registrar-II
Alipore, South 24 Parganas

10 OCT 2014

District Sub Registrar - II at Alipore, South 24 Parganas, being Deed No. 11125, for the year 2014.

AND WHEREAS it was expressly agreed by and between the Parties to the said Agreement that the said Developer will construct the proposed building into and over the said property being **ALL THAT** piece or parcel of land measuring **18 Cottahs 15 Chittacks 5 Square Feet**, more or less (**17 Cottahs 0 Chittack 0 Square Foot** and **1 Cottah 15 Chittacks 5 Square Feet** for drain and common passage), together with structure measuring **840 Square Feet** made of brick wall tile shed with **Cemented flooring** and together with all easement and quasi-easement right including drain and common passage attached hereto standing thereon, lying and situated at lying and situated in part of **R. S. Dag No. 755, L. R. Dag No. 960,** under **R. S. Khatian No. 735, L. R. Khatian Nos. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1,** within **Holding Nos. 24/3, Shahid Khudiram Bose Road, Kolkata 700 137,** at **Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353,** within **Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of Budge Budge Municipality,** at his own cost and expenses in accordance with the sanctioned Building Plan to be had and obtained from the Budge Budge Municipality and on completion of the said building the Owners will get:-

ALL THAT 11430 Square Feet covered area out of the total FAR to be share by said by the Owners namely, Sri Subir Kumar Mal and Smt. Rita Bhuiya jointly. The said Owners' allocation of 11430 Square Feet covered area to be divided in 11 (eleven) numbers self contained Flat and Ground Floor area in the following manner.

Subir Kumar Mal

- (1) One Self contained Flat being Flat No. 2G, in the Second Floor, Southern side, measuring 1100 Square Feet more or less Covered area.
- (2) One Self contained Flat being Flat No. 2H, in the Second Floor, Northern Side measuring 850 Square Feet more or less Covered area.
- (3) One Self contained Flat being Flat No. 4E, in the Fourth Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (4) One Self contained Flat being Flat No. 4F, in the Fourth Floor, Northern side measuring 850 Square Feet more or less Covered area.
- (5) One Self contained Flat being Flat No. 4A, in the Fourth Floor, Northern Side measuring 800 Square Feet more or less Covered area.
- (6) One Self contained Flat being Flat No. 1C, in the First Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (7) One Self contained Flat being Flat No. 4D, in the Fourth Floor, Southern Side measuring 735 Square Feet more or less Covered area.
- (8) 1780 Square Feet covered area on the Ground Floor under the Flat Nos. 1D, 1E and 1F of the First Floor.
- (9) One Self contained Flat being Flat No. 1A, in the First Floor, Southern Side measuring 800 Square Feet more or less Covered area.
- (10) One Self contained Flat being Flat No. 1B, in the First Floor, Northern Side measuring 700 Square Feet more or less Covered area.
- (11) One Self contained Flat being Flat No. 4C, in the Fourth Floor, Southern Side measuring 820 Square Feet more or less Covered area.
- (12) One Self contained Flat being Flat No. 4B, in the Fourth Floor, Northern Side measuring 596 Square Feet more or less Covered area.
- (13) 864 Square Feet Covered area on the Ground Floor under the Flat No. 1C, of the First Floor.

Subir Kumar Mal

A sum of Rs. 4,00,000.00 (Rupees Four Lakh) only as the refundable advance (Rs. 2,00,000.00 Rupees Two Lakh Each) to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building failing which the Developer will not handover the Owners' Allocation to the Owners and may claim damage for the delayed period of refund from the Owners.

Flats will contain Two or Three Bed Rooms, One Kitchen cum Dining, Two Toilets complete in all respect with water, drainage connection in habitable condition at the said Schedule "A" property to be constructed as per sanction Plan to be obtained and as per specification written hereunder.

The Developer shall have right to amalgamate with the adjoining land by Deed of Exchange or Purchase or by sale to make one property and to which the Owners herein shall have no say or objection or the Owners will not cause any hindrance or objection in any way whatsoever and in such case the Owners will be entitled to get their fixed allocated portion as mentioned herein. The other area of the amalgamated Premises to be the exclusive property of the Developer and the Developer will be entitled to deal with the same according to his choice save and except the Owners' allocated area therein.

Sukir Kumar Mal

AND WHEREAS we are aged and remain busy with our respective business, so it is not possible for us to attend the respective offices or to take necessary steps for obtaining sanction Building Plan, Drainage, electric, water etc., for the new house.

AND WHEREAS now it has become necessary and expedient to authorize and empower the said Developer to do all acts, deeds, matters and things for smooth running the proposed construction work and allied works thereto for earlier completion thereof.

NOW KNOW ALL BY THESE PRESENTS that we, (1) **SUBIR KUMAR MAL**, (2) **RITA BHUIYA**, do hereby nominate, constitute and appoint **MOHAMMED SULTAN**, son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, Police Station Watgunge, Kolkata 700 023, Managing Director of **M/S. SUNRISE ERECTORS PVT. LTD.**, a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Police Station Watgunge, Kolkata - 700 023 as our true and lawful constituted **ATTORNEY** in our names and on our behalf to do or execute or caused to be done and executed all such acts, deeds, matters and things in our names and on our behalf relating to the said property fully mentioned in the Schedule hereunder written.

1. To manage and protect the said property as my Attorney for construction of the new building and to maintain and manage the affairs of the said property and to protect the same in all manners and to take all steps for the said purpose in the manner as may be thought, fit, proper and expedient including initiating criminal or civil actions and taking Police help and incurring costs and expenses and

Subir Kumar Mal

appointing guards and watchmen and to maintain peaceful and vacant possession of the said property.

2. To have the said Premises surveyed and measured and to pay for such surveys and have Plan(s) prepared.
3. To appoint consultants and experts for soil testing and also to appoint and engage Architects, Engineers, Structural Engineers, Drainage and Plumbing Engineers/Experts, Electrical Engineers and Contractors and all others experts or Consultants as may be deemed necessary by the Developer for developing the said property/Premises.
4. To draw, prepare and sign on my behalf in the plan or Plan(s) and/or applications for requisite permission and/or sanctions for development and construction of the proposed building into and over the said property as may be necessary and for the said purpose to sign, verify and re-verify all applications, forms, undertakings, declarations, papers and documents.
5. To sign all papers and documents and applications and letters necessary for seeking permission from the authorities and all other departments for obtaining permissions for development and construction of the project at the said Premises.
6. To appear and represent us before the Budge Budge Municipality, Calcutta Electric Supply Corporation or West Bengal State Electricity Distribution Company, B. L. & L. R. O., Collector, Land Acquisition & Requisition Department, K. M. D. A. (Kolkata Metropolitan Development Authority), K. I. T. (Kolkata Improvement Trust), Land Ceiling Department, Police Station, Income Tax Department, Court, Tribunal etc., and all or any Govt. or Semi-

Sukir Kumar Mal

Government, Private body or authority concerned and to sign and execute all papers and documents as may be required and do all acts, deeds and things that may be necessary.

7. To do in general all matters and things that may be necessary for the work of construction and to enter into all correspondence and sign all letters and papers, documents, letters, applications, declarations, indemnity bond, undertaking and to file and defend all suit, proceedings, litigations, appeals and arising out the contract and/or termination thereof and/or development of the said Premises and construction of building and all matters connected with the said project and to file all returns and comply with the provisions of statutes/rules and do other compliances that may be required from time to time by Government/Authority as may be deemed necessary by the Developer for developing the said Premises.

8. To take steps and appear in all legal proceedings concerning the said property and to sign, verify all papers including Plaints, Written Statements, Affidavit, Petitions, Pleadings, Compromises Appeals, Vokatnamas that may be necessary in this behalf and to deal with and/or negotiate with any person and/or occupier in the said Premises and to take necessary steps which our said Attorney at his own discretion shall think fit and proper.

9. To sign, execute and deliver all or any Agreement and all instruments pertaining to the Developer's allocation (save and except Owner's allocation as mentioned in the said Development Agreement and/or Joint Venture Agreement) in terms of the said Development Agreement dated 10th October, 2014 and to execute and register any Gift Deed in favour of the Budge Budge Municipality, Boundary Declaration or any other Deed/s in favour of the Budge Budge

Sukbir Kumar Mal

Municipality that may be required for obtaining sanction Building Plan, Sale Deed/Transfer Deed in favour of intending Purchaser or before Notary Public or before any Oath Commissioner for similar purposes and development and portions of the building or apportionment to be construction at the said Premises.

10. To enter into Agreement/Instrument for negotiations or to finalise all sale pertaining to the Developer's allocation (save and except Owners' Allocation) of the building to be constructed at the said Premises on such terms and conditions considerations, stipulations, provisions as my said Attorney shall think fit and proper with any prospective Purchaser/Buyer(s) and to accept therefore any amount in advance/earnest money and agree to payment in instalments and the manner of full and final payment and to give valid receipts and discharges in respect thereof and to put the Purchaser/Buyer(s) in possession of the Flat or portion agreed to be sold and/or transferred save and except the Owners' allocation.

11. To deliver possession and/or make over the constructed Flats/ Office/Car Parking Space pertaining to the Developer's allocation in terms of the said Development Agreement and to issue letter of possession in respect thereof and to do all and everything that shall be necessary for completing the sale, lease, assign or otherwise in compromise of the deal finalized, but such delivery of possession in favour of the intending Purchasers shall not be made until the Promoter hand over the Flat to the Owners in terms of the Agreement for Development.

12. To file complaint with the Magistrate or any other concerned authority for protecting the said Property/Premises and/or the

Sulbir Kumar Mal

buildings to be constructed thereon against all unlawful acts, if done by anybody and prosecute the same.

13. To commence, prosecute, enforce, defend, answer and oppose allocations and other legal proceedings and demands, writ applications and any and all other proceedings touching any of the matters concerning the said property or any part thereof and to compromise, settle refer to arbitration and to settle and compromise all such actions and suits as shall be decided by our said Attorney.

14. To engage Architect, L. B. S. Solicitors, Advocates, and other legal agents and to sign Vokatnamas, Powers, authorisations and to revoke such appointments and to appoint others in his place and to make payment of their fees.

15. To pay and deposit all rates, taxes, sanction fees and all other charges, expenses and outgoings whatsoever payable for and on account of the said Premises or any part thereof and similarly to receive all incomings receivable for and on account of the said Premises or any part thereof and grant receipts confirmations and acknowledgements.

16. To pay all such moneys and incur all costs, charges and expenses from time to time as shall be required for the purpose of development of the said Premises and construction of the building and completion thereof.

17. To receive all moneys and grant receipts and discharges in respect of the amount to be received on sale and dispose of Flats/ Car Parking Space/Flat/Shop/Unit/Godown etc., save and except Owners' allocation.

Subir Kumar Mal

18. To obtain Drainage Connection, Water Connection from the Budge Budge Municipality and Electricity Connection from the CESC Limited and to bring utility services on our behalf.

19. To do all such other acts, deeds and things as shall be necessary from time to time for and in relation to and/or in connection with the aforesaid matters of development of the said Property/Premises and construction of the buildings and completion of projects in connection with intended building and constructions thereof AND we the Principals hereto do confirm accept and agree that all such shall be always binding on us and we do hereby ratify and confirm and agree to confirm and ratify all such acts, deeds and things that shall be done by the said Attorney by virtue of the authorities and powers hereby confirmed as our own acts, deeds and things as if done by us.

20. To pay and discharge all or any debt or debts, sum or sums due or hereafter to become due or owing by any person(s), Office, Local Authority relating to our said Premises and to receive valid receipt in our names and on our behalf.

21. To sell, transfer, convey and assign or otherwise dispose of the several Flats, Car Parking Space/Shop/Godown, etc., from the Developer's allocation in the Schedule below property (save and except Owners' allocation as mentioned in the Development Agreement) or any part thereof to any person, firm etc., and to sign execute and register all deeds, agreements, instruments and to do all acts and things as our said Attorney may deem necessary or proper for or in relation to all or any of the purposes or matters aforesaid.

Sukir Kumar Mal

22. To receive the consideration from the intending Buyer(s) in respect of the said Developer's allocation or any part thereof and to give proper receipt thereof and to admit the receipt before the registering authority in our names and on our behalf.

23. For all or any purposes hereinbefore stated or otherwise to appear and represent us before all authorities and to sign and execute and submit all deeds, papers and documents relating to our said Premises which my said Attorney at his own discretion shall think, fit and proper.

24. To do all acts and things as may be necessary appropriate or expedient for such assurance as may be necessary for the completion of the sale as aforesaid from the Developer's allocation.

AND IT IS HEREBY declared and confirmed that Powers and authorities hereby granted and conferred shall remain in free during the continuance of the said Development Agreement **PROVIDED HOWEVER** that the Attorney shall not relate any financial liability on the Principals herein and shall always keep the Owners fully indemnified against all actions, suits, proceedings, costs, demands and expenses in respect thereof.

AND GENERALLY to do all acts, deeds, matters and things concerning the said Premises or in relation to the said Premises in which we may be interested and on our behalf to execute and do all acts, deeds, matters and things as fully and effectually in all respects as we ourselves could do the same, if personally present.

Subir Kumar Mal

AND we hereby for ourselves, ratify and confirm, and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done in or about the said Premises notwithstanding no express power in that behalf is herein provided.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Premises)

ALL THAT piece or parcel of land measuring 18 Cottahs 15 Chittacks 5 Square Feet, more or less (17 Cottahs 0 Chittack 0 Square Foot and 1 Cottah 15 Chittacks 5 Square Feet for drain and common passage), together with structure measuring 840 Square Feet made of brick wall tile shed with Cemented flooring and together with all easement and quasi-easement right including drain and common passage attached hereto standing thereon, lying and situated at lying and situated in part of R. S. Dag No. 755, L. R. Dag No. 960, under R. S. Khatian No. 735, L. R. Khatian No. 2880/1, 2560/1, 1118/2, 130/1 and 2550/1, within Holding No. 24/3, Shahid Khudiram Bose Road, Kolkata 700 137, at Mouza Garbhukta Nandanpur, J. L. No. 8, Touzi No. 353, within Police Station Budge Budge, District South 24 Parganas, within Ward No. 12 of Budge Budge Municipality and the same is butted and bounded in the following manner :

- ON THE NORTH** : Land of R. S. Dag No. 797 and R. S. Dag No. 758 ;
- ON THE EAST** : By 32 Feet wide Shahid Khudiram Bose Road;
- ON THE SOUTH** : By 12 Feet wide common Road.
- ON THE WEST** : Land of Jagabandhu Goyali.

Sukir Kumar Mal

IN WITNESS WHEREOF we, (1) SRI SUBIR KUMAR MAL and (2) SMT. RITA BHUIYA have set our hands to this Power of Attorney on this 10th day of October, 2014.

WITNESSES

1. Sanjit Das
17 1/2 Dharmatula Road
Budge Budge Kol-700137
PO & PS B/Budge

2. Ranita Halder.
73/B. Halder Para Road.
Budge Budge Kol-137.

1. Subir Kumar Mal

2. Rita Bhuiya

(SIGNATURE OF THE EXECUTANTS)

Drafted by

Souvenir Banerjee

Advocate,
Judges' Court, Alipore,
Kolkata - 700 027.

SUNRISE ERECTORS PVT. LTD.

Md. Sultan
Managing Director

(SIGNATURE OF THE ATTORNEY)

Typed by

Babulal Mondal

NEW VIJAYA
10, Old Post Office Street,
Kolkata - 700 001.



Government Of West Bengal
Office Of the D.S.R. - II SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 1126 of 2014
(Serial No. 11214 of 2014 and Query No. 1602L000020667 of 2014)

On 10/10/2014

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

Presented for registration at 18.22 hrs on :10/10/2014, at the Private residence by Subir Kumar Mal , one of the Executants.

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

Execution is admitted on 10/10/2014 by

1. Subir Kumar Mal, son of Sudhir Kumar Mal , 185/1, Dhramatola Road, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste Hindu, By Profession : Business
2. Rita Bhuiya, wife of Lt. Ashok Bhuiya , 87/2, Halderpara Road, Thana:-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137, By Caste Hindu, By Profession : House wife
3. Mohammed Sultan
Director, M/s Sunrise Erectors Pvt. Ltd., 11/1, Paddapukur East Lane, Thana:-Wattgunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700023,
, By Profession : Business

Identified By Samiran Banerjee, son of . , Alipore Judges Court, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

On 18/10/2014

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.-85,87,556/-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as: Impressive Rs.- 100/-

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

On 20/10/2014

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

Payment of Fees:

Amount By Cash

Rs. 39.00/-, on 20/10/2014



(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

20/10/2014 17:50:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the D.S.R. - I | SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 11126 of 2014
(Serial No. 11214 of 2014 and Query No. 1602L000020667 of 2014)

(Under Article : ,E = 7/- ,H = 28/- ,M(b) = 4/- on 20/10/2014)

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II









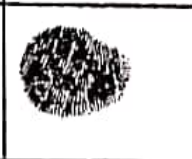




(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II
Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.










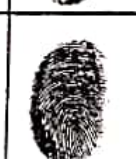

Registered In Book - I
CD Volume number 15
Page from 2805 to 2823
being No 11126 for the year 2014.














(Malay Chakraborty) 21-October-2014
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -II SOUTH 24-PARGANAS
West Bengal

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

Name SUBIR KUMAR MAL
 Signature Subir Kumar Mal

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

Name RITA BHUIYA
 Signature Rita Bhuiya

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

Name M. MOHAMMED SULTAN
 Signature Md. Sultan

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

Name

Signature



m.
District Sub-Registrar-II
Alipore, South 24-Parganas

10 OCT 2010