



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

01AA 187358

S.S. Saha
Rabindran

ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I **SANKAR LAL SAHA**, Proprietor of M/S. Technics, son of Late Kumad Bandhu Saha, by faith Hindu, by occupation business residing of 28/8, Garihat Road, Calcutta - 700 029, hereinafter referred to as the LESSEE / OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and assigns), do hereby nominate, constitute and appoint, Mr Rabindra Nath Tandon son of Vishwesh Nath Tandon aged about 44 years, by faith Hindu, by occupation business, working for gain at 11, Crooked Lane, Kolkata - 700 069, authorized representative of **M/S. MALIKA HOUSING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 11, Crooked Lane, Kolkata - 700 069, as my true and lawful Attorney, for me, in my name and on my behalf.

S.S. Saha
Rabindran

For TECHNICS

Sankar Lal Saha S.S. Saha
Proprietor

Rabindran

Accepted by me.
Rabindra Nath Tandon

WHEREAS SANKAR LAL SAHA has applied to the Government of West Bengal (hereinafter referred to as the "GOVERNMENT") for a piece of land mentioned in described in the schedule hereunder written to enable the Sankar Lal Saha to erect a house and building thereon for use for setting up of a Hosiery & Knitting Industries and the Governor has agreed to grant a lease in favour of the lease for the period of 999 years commencing from the date of execution and on the terms and conditions therein appearing.

AND WHEREAS by an Indenture of lease dated the 21st day of June, 1986 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar, in Book No. 1, being Deed No. 5389 for the year 1986, the Governor of the State of West Bengal demised unto the Sankar Lal Saha **ALL THAT** the premises measuring approximately 10, 12365 Cottahs at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar, Salt lake, Kolkata 700091 (hereinafter called the said property) for the period of 999 years commencing from the date of execution on the terms and conditions therein mentioned in the said deed of lease.

AND WHEREAS, Sankar Lal Saha took possession of the said property from the concerned authority vide possession certificate No. 9 dated 05.12.1986 and constructed one storied structure thereon and is absolutely in possession of the said property.

[Signature]

For TECHNICAL

[Signature]

Proprietor

AND WHEREAS by a Deed of rectification dated the 21st day of February, 1990 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar, in Book No. 1, being Deed No. 1337 for the year 1990, the Governor of the State of West Bengal rectified the Indenture of lease dated the 21st day of June, 1986 registered with the Addl. Dist. Sub-Registrar, Bidhan Nagar, in Book No. 1, being Deed No. 5389 for the year 1986 to enable **Sankar Lal Saha** to erect a house and building thereon for use for setting up of a "Manufacturing lamination Core" in Place of "Hosiery & Knitting Industries"

AND WHEREAS due to dirth of finance and lack of technical expertise the Sankar Lal Saha herein could not construct building and/or buildings on the said plot of land Sankar Lal Saha searching for a reputed Promoter/Developer who would construct multistoried building on the said land under certain terms and conditions inter alia of its own costs and expenses after obtaining necessary sanction from the completed authority and knowing the very intention of the Sankar Lal Saha herein M/s. Malika housing private limited, the Promoter./Developer herein has approached the Sankar Lal Saha to allow them to construct the said proposed multistoried building on the leasehold land premises and represented to the Sankar Lal Saha as follows :

- (a) The Developer carries on business of real estate promoters, builders and developers and has expertise and experience in construction work and shall has an sufficient financial resources to start and complete the construction work.

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For TECHNICS

S.S. Saha
Proprietor

(b) That the Developer shall not create any liability or charge of any nature whatsoever upon the lessee's Allocation of 41% over the said land and/or building to be constructed, However the Developer is entitled to enter into agreements with the third parties in respect of the Developer's Allocation of 59% to complete the construction work.

S.S. Saha
Owner/Developer

(c) That without delivering the possession of the Lessee' allocation, as hereinafter mentioned, to the Lessee, the Developer shall not part with possession of the said land and premises or any part thereof ..

AND WHEREAS Sankar Lal Saha herein had given inspection to the Promoter/Developer herein all original papers in respect of the said land premises in question such as original Deed of Lease, Mutation Certificate of the present Sankar Lal Saha, electricity bill in up to date, Tax Receipt in up to date and all other relevant papers and/or documents to the Promoter/Developer herein and agreed to hand over possession of the said land premises bearing No. DN-II, Sector - V of the Bidhannagar (Salt Lake) Kolkata - 700 091, by the Sankar Lal Saha herein to the Promoter/Developer herein along with signing of Possession Letter in favour of the Promoter/Developer herein and the Promoter/Developer has agreed to make construction thereof at their own costs and expenses as per building plan to be sanctioned by the Bidhan nagar Municipality. and landlord /the Sankar Lal Saha herein shall not to make any expenses thereof.

Sankar Lal Saha

For TECHNICAL

S.S. Saha
Owner/Developer

S.S. Saha
Anand Tandon

AND WHEREAS I Sankar Lal Saha had entered into a development agreement dated the 8th day of October 2005 in respect of the premises measuring approximately 10, 12365 Cottahs at Plot No. DN-11 in Sector - V of Bidhan Nagar in District North 24 Parganas, Police Station Bidhannagar East, Registration Office Bidhannagar, Salt lake, Kolkata 700091 (hereinafter called the said property) which are more fully and particularly mentioned in the Schedule written hereunder, but as most of the times I have to stay at Kolkata in connection with my official business, it is very difficult on my part to meet the necessary formalities in order to complete the development of the aforesaid said Premises in the matter of negotiation and getting the relevant documents pertaining to the aforesaid premises, and as such I have mutually decided to appoint *S.S. Saha*
Anand Tandon Sri Rabindra Nath Tandon son of *Vishwanath Tandon* aged about 44 years, by faith Hindu, by occupation business, working for gain at 11, Crooked Lane, Kolkata - 700 069, a Director and authorized representative of M/S. Malika Housing Private Limited, having its Registered Office at 11, Crooked Lane, , Kolkata - 700 069, as my true and lawful Attorney, for me, in my name and on my behalf. as my true and lawful Attorney to do inter alia the following acts, deeds and things.

- 1) To apply for sanction of plan and/or modification and/or alteration and rectification of the building plan or plans in respect of the said property with the Bidhan Nagar Municipality or other competent authorities and to take such steps as may be required from time to time and also to sign necessary documents/plans on behalf of the Appointor.

Anand Tandon

For TECHNICAL

S.S. Saha

Proprietor

- 2) To pay annual lease rent, rates and all taxes and house tax and/or other levies and charges to the State Government or to the Competent Authority and to make /raise objections against enhancement of taxes in respect of the said property.
- 3) To appoint Architects, Engineers, Contractors and Employees at such remuneration and on such terms and conditions as the said Attorney may think fit and proper and time to time to dismiss or discharge such agents and to appoint or employ others in their place.
- 4) To supervise, manage, control and look after the said property and take all steps for protection and preservation of the said property.
- 5) To obtain necessary approval of the plan from the appointer before submission of plan for sanction and certificates for construction of the building and to apply for water , sewerage, electricity, telephone and other necessary connections and to do all other acts and deeds which are required for completing construction and making the same habitable.
- 6) To appear in all the office of the Urban Development Department, Bidhan Nagar Municipality, Industries Development, Fire Department, Pollution Department and/or any other competent

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PROTECHNICS

S. S. Saha

Proprietor

department and/or authority in respect of all matters relating to the construction of the building on said property

- 7) That after obtaining possession of Sankar Lal Saha' allocation complete in all respect and on fulfilling all the obligations by the Developer. Sankar Lal Saha shall execute necessary deeds of Conveyance and/or transfer of any nature as may be required by the Developer in favour of the Purchaser or Purchasers of the Units other than Sankar Lal Saha' allocation of the proportionate 40% undivided share or interest in the land and on the Building to be constructed and the pertaining to the Developer's allocation and shall also execute all necessary deeds and documents which may necessary for perfecting the title of the Purchaser's of the Developer's allocation which the Developer as the Confirming Party in all such deeds and documents. However, in no event the Developer shall be entitled to part with possession of any area of the said land and premises before delivery physical possession of the Sankar Lal Saha' allocation to the Sankar Lal Saha.
- 8) After giving possession of Sankar Lal Saha' allocation complete in all respect and on fulfilling all the obligations by the Developer, To negotiate for and transfer by way of assignment, sub-lease and/or agreement for tenancy portions of the said building with or without proportionate share of leasehold right and to such person or persons and for such consideration as the Appointer may think fit and to make and sign on behalf of Appointer all the documents

Appointer

FOR TECHNICAL

S.S. Saha

Project

and papers relating thereto and if and when required, present the same for registration before the competent Registrar and/or Sub-Registrar other registering authority.

- 9) To make sign, executer, affirm and verify all or any plaints, written statements, memo of appeals, revisions, applications, petitions, affidavits, declarations, Vakalatanama and other papers and documents as may from time to time be required.
- 10) To withdraw money deposited by the developer in any Court, Land Acquisition Office, and/or from any other authority etc.
- 11) To receive, adjust, pay, return, such amounts received by way of rents, issues, profits license fees, occupation charges etc. against construction costs / building materials / other expenses and borrowing in course of construction of the building on the said property excepting the Lessee allocation..
- 12) To accept and withdraw any compensation payable for acquisition or compulsory requisition or hiring of the said property or part thereof by the Government or any competent body or authority and to deposit the same with Sankar Lal Saha .
- 13) To refer any dispute touching and concerning the said premises to arbitration for arbitration to in accordance with the Arbitration and conciliation Act, 1996 and the decision of the arbitrator and

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For TECHNICAL

S.S.Saha

Proprietor

the award passed therein shall be final and binding upon the parties.

- 14) To initiate, defend, settle and compromise all or any suits, proceedings, litigations, disputes and differences concerning or relating to the said property or portion thereof for such consideration and on such terms and conditions as the Attorneys shall think fit and proper and for the said purpose to sign execute affirms and verify all compromises, settlement and other papers and documents.
- 15) To manage, control and supervise and look after the aforesaid Premises and administer the same in the manner as our said Attorney may deem fit and proper.
- 16) To make, sign and verify all applications or objections to appropriate authorities for all/any permission or consent etc. required in connection with the management, development/and also for Sale/transfer the said premises as mentioned in the schedule below.

Aswinder

PART B/C BINDER

S. Singh
Proprietor

- 17) To appear for and represent me before all Municipal bodies, Improvement Trusts and other Government Offices and in all other Government or Semi-Government Offices and department.

AND I do hereby agree to ratify and confirm all and whatever other act or acts our said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the said Premises under and by virtue of this POWER OF ATTORNEY NOTWITHSTANDING no express power in that behalf is hereunder provided.

IN WITNESS WHEREOF I, **SANKAR LAL SAHA**, Proprietor of M/S. Technics, have hereto set and subscribed my hand and seal on this the 8th day of October 2005, .

SIGNED SEALED AND DELIVERED at
Kolkata in presence of:

1. Kalyan Saha
Son of S.L. Saha
DH-51 Salt Lake, Kal-91

2. Kamal Saha
Son of S.L. Saha
DH-51, Salt Lake, Kal-91

3. Mohan Kumar Gupt
37, Hem Chandra Naskar Road
Kolkata-700010

For TECHNICS

Sankar Lal Saha S.S.Saha

Proprietor

Sankar Lal Saha

Signature of the Executant's

Accepted by me.

Rabinakar Nath Pandey

Signature of the Constituted Attorney

S.S.Saha
Proprietor

Dated this 8th day of October 2005.

FROM

SANKAR LAL SAHA.

TO

SRI RABINDRA NATH TANDON

General Power Of Attorney

MISRA & COMPANY

Advocates
10, Old Post Office Street
Calcutta - 700 001.