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

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16/05/16, 12.16

Additional District Sub-Registrar,
Garia South 24 Parganas, 6 MAY 2016

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS .We 1.SRI MANAS MONDAL, 2.SRI MOLAY MONDAL, Both Sons of Lalit Mohan Mondal Gayen alias Gayen , 3. SMT. MALINA NASKAR, Wife of Sri Lalit Naskar, 4. SMT. SANTANA SANFUI, Wife of Sri Basudeb Sanfui, All by caste-Hindu, All by occupation- No.1 Business, ,No.2 Service, and 3 & 4 Housewife, All are residing at Kadarat, P.O-R.K.Pally, P.S-Sonarapur, Dist. South 24 Parganas, Kolkata-700150- hereinafter called and referred to as the "LAND OWNERS"(Which expression and terms shall unless otherwise repugnant to the context be deemed to mean and include their respective heirs,executors,administrators,representatives and assigns) of the ONE PART." THE EXECUTANTS' SEND GREETINGS.

Manash Mondal.

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WHEREAS said landowners are the absolute owner of Danga land measuring 5 katta 4 chatacks 0 sq. feet more or less regarding R.S. Dag No. 2540, L.R. Dag No. 2555, under R.S. Khatian No. 212, L.R. Khatian No. 7039, 6792, 7793 of Moza-Kamrabad, J.L. No. 41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No. 7, Dist. South 24 Parganas by virtue of Solemana and Registered Gift Deed. Therefore said land owners are absolutely seized and possessed of a piece of land measuring 5 katta 4 chatacks 0 sq. feet more or less which is more particularly described in Schedule 'A' hereunder written.

For the purpose of development and construction works of the said projects said executants registered a Development Agreement in favour of Attorney, Vide Registered Attorney Deed No. 1939 Dated on 10.6.2015, which was duly registered at A.D.S.R. Garia. Now the said executants have jointly decided to do empower hereby and here under nominate, appoint and / or constitute "MAA SHIBANI CONSTRUCTIONS" a Sole proprietorship business having its registered Office at Narendrapur Station Road, Biswaspara, P.O.-R.K. Pally, P.S.-Sonarpur, Dist. South 24 Parganas (S), Kolkata-700150- being represented by its Proprietor SRI AJAY MONDAL, Son of Late Rabin Mondal, by caste-Hindu, by occupation-Business, residing at Narendrapur Station Road, Biswaspara, P.O.-R.K. Pally, P.S.-Sonarpur, Dist. South 24 Parganas (S), Kolkata-700150- as their true and lawful attorney, for their name and on their behalf, to do and execute all or any of the following acts, deeds and things relating to their property which is fully described in Schedule hereunder written and to execute and perform the following acts, deeds and things interlay as follows:-



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- 1) To hold and defend possession of the Premises and every part thereof and receive and/ or Develop the Schedule property and completed the multistorey building as per sanction building plan on the Schedule property and transfer, Sell, mortgage, exchange and deliver the possession of flats, shops, garage spaces, office space to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer of the said premises and every part thereof.
- 2) To demand, recover and receive consideration premium and / or rents, means profits, licenses fees, damages, electricity charges, service charges, Municipality Taxes and Rates and all other sums or moneys receivable in respect of the said premises or any part thereof, any share or shares therein from the Occupants /Licensee /Purchasers of the said Premises and to make all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover, any sum of money in arrears in respect of the said premises from all or any one of more of the occupants/ licensees/purchasers of the said premises or any portion or portions thereof and to raise bills and grant, valid, receipts and discharges therefore which shall fully exonerate the persons paying such money.
- 3) To pay all rents and taxes, charges, expenses and other out goings whatsoever payable for or any account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any Building thereon against loss or damages by fire and / or other risks as be deemed necessary and/ or desirable by our said Attorney and to pay all premiums for such insurances.
- 4) To sign and give any notice to any occupier of the said premises or trespassers or any portion thereof to quit or to repair or to abate any nuisance or to make remedy and breach of covenant and / or for any other purpose whatsoever.
- 5) To enter upon the said premises and every part thereof as be desired to view the state or repair thereof and to require any occupier/licensees/ purchaser as a result of such view to remedy any want of repair abate any nuisance.



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- 6) To enforce any covenant in any Agreement, lease Deed, Sale Deed, Declaration and / or License or Tenancy Agreement or any other document relating to the existing tenant in the said Premises or any part thereof and if any right to re-enter arises in any manner under each covenants or under notice to quit them to exercise such right, amongst others.
- 7) To warn off and prohibit and if necessary, proceed against in due from of law against all trespassers on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for such to enter into all contracts or arrangements with the trespassers.
- 8) To appoint and terminate the appointment of Architect and to get prepares Plan or plans for demolition, construction and / or re-construction of and / or addition and / or alteration to any new Building or existing Building or Buildings or structures on the said premises or any portion or portions thereof.
- 9) To appear before and execute all or any formality or formalities or to submit plan, before the Rajpur Sonarpur Municipality, in our names and in our favour and to do all formalities on our behalf.
- 10) To pay fees, obtain sanction for Principal Plan and / or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Rajpur Sonarpur Municipality as be expendent for Sanctioning and / or modification and / or alteration of plans and also to submit and take delivery of title deeds concerning the said premises documents as be required by the necessary authorities. The said Attorney will complete said Multistorey building at his own cost which is morefully described in Schedule hereunder written and hereinafter referred to as the "said property ". The said Attorney shall finish the entire building if any portion or portions of the said building remains incomplete at his own cost by this power of Attorney Deed on our behalf. He will receive all cheques, drafts, managers cheques, Banker's cheques, RTGS or any other documents in our name and on our behalf from any Bank, financial Institution or non financial Institution or, any office, offices, court or courts for the Sale, exchange or transfer of property or which will be issued by Bank Managers and other authority concerned.



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- 11) To build upon and exploit commercially the said premises by making construction of Building or buildings, thereon and for that to arrange by us take down demolish structures of whatsoever nature existing thereon or as may be constructed in future.
- 12) To appoint any Developer/ Contractor/ Sub-Contractor for construction work or building thereon and to cancel the same and engage new contractor to be done by him or his own discretion as if we do the same personally.
- 13) To apply for and obtain such certificate, permissions from Govt. of West Bengal Apartment Ownership Act, under the Income Tax Act or other Law relating to Revenue and / or land and / or Building both Urban and Registration of any SALE AGREEMENT, SALE DEED, EXCHANGE DEED OR ANY OTHER DEEDS in respect of Developer's Allocation in terms of the Agreement or other documents of transfer concerning the said Premises and also to appear before and sign and submit all papers and Documents and make representations to the necessary authority or authorities for getting such certificate and / or permissions. The said Attorney shall be bound to pay the all income tax or other taxes, duties and charges which will be necessary for the transfer of property in future and the said attorney shall be responsible if any dispute arises in future.
14. To negotiate on terms for and to agree and to sale the said space/ spaces with flats and /or proportionate land to be lying or situate with common space and car parking space/ spaces/share etc. in the premises to any purchaser or purchasers either for space, proportionate share of land and / or spaces with super-structures and / or flat or flats,shops, car parking space as such price which the said Attorney in his absolute discretion thinks proper.
- 15) To collect the maintenance charges, service charges or whatsoever charges from the intending purchaser or purchasers as he thinks fit. The said Attorney shall cooperate and sign the necessary Deeds and documents at the time of Mutation and Registration of Owner's Allocation.



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16) To agree upon and to enter into any Agreement or Agreements and / or for any party or parties or Firm and company sale or sales of space or spaces with super structures or flats , shops, car parking space ,proportionate share of land and / or cancel and repudiate the same with the Intending Purchaser or Purchasers except our allocation as mentioned in the Development agreement.

17) To receive from the Intending Purchaser or Purchasers any booking money and / or earnest money or advance or advances and also the balance of the Purchase money and to give, good valid receipt and discharges for the same which will protect the purchaser or purchasers without seeing the application of the money and receive any cash or cheque on behalf of us from any intending purchaser or purchaser's or their Bank Manager who will issue the Pay order, manager's cheque, Banker's cheque or Draft etc. against their loan account.

18) To sign and excute all other deeds, instruments and assurance, which he shall consider necessary and to enter into and / or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land, flat/flats, flat/space, car parking space together with easement right of the common passage as our self personally could do, if We personally present. The said Attorney shall not transfer or sale, mortgage, gift, exchange the owner Allocation mentioned in the devlopment agreement. He will transfer or sale, mortgage, gift, exchange the Developer allocation.

19) To appear before and execute the plan and to submit the same in our name and in our favour and to do all formalities to submit plan, for modification and / or alteration of plan renew and sign execute any gift deed, Declaration, Affidavit, Boundary Declaration, which includes Corporation Gift Deed and to present for Registration to admit execution to any Registration Authority and to have the said documents and / or sign, execute any Gift Deed, any Declaration, Affidavit, Boundary Declaration which includes Municipality Gifts if any and to present for Registration to admit for execution to any Registration Authority and have to the said document registered and / or for whatsoever necessary before the Rajpur Sonarpur Municipality to any Competent Authority to obtain " No Objection Certificate" from the Competent Authority, for which to execute and sign all papers, documents, Affidatits, whatsoever necessary in our name and in favour to negotiate in our name and to do whatsoever necessary for the same in our name or on our behalf as we could do personally by ourself.



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- 20) To work and supervise the construction of the Building or Buildings therein and for that matter, being, purchase, procure all sorts of building materials, electrical and sanitary, fittings and fixtures and to engage Plan markets, Designers, Architects, Engineers, Artisans, Manso's, Electricians and workmen. To pay and incur all fees, charges and expenses costs in the matter of construction and all other matters concerning and / or arising out of the construction of the said Building from the account of the principal.
- 21) To appear and to apply for obtaining sanction, permission, clearance and service connection before appropriate authorities (Both Sanitary & Water, electricity) Improvement Trust, K.M.D.A, B.L & L.R.O, WBSEB, Fire Brigade, Housing Board of West Bengal and any local and all Government Offices , Municipal Office, and to sign on our behalf all necessary Forms, application, petitions and documents and apply for obtaining permit, license permanent and temporary supply services as may be required for making the Building or Building habitable.
- 22) To apply for electricity, water, telephone, sewerage, drains and / or connection or any other utility in the said premises. To apply for modification and/ or alterations and / or extended approved/ sanctioned plan and to pay fees and to take delivery of the same and take such other orders or permissions from the necessary authorities which they deem fit and proper.
- 23) To commence, prosecute, enforce, defend, answer or oppose all or any actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said premises in which We are now or may hereafter be interested or connected and also if though fit, give, evidence and compromises refer to Arbitration abandon, submit to Judgement or before no-suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Rent Controller, District Court and Small Causes Court.



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- 24) To Sign, declare, verify and affirm, plant, written statement, petitions, consent petitions, Affidavit, Vokatnama, Warrant of Attorney , Memorandum of Appeal or any other document or paper in any proceedings in respect of the said premises or connected with any of the matter aforesaid.
- 25) To receive any payment and / or deposit all monies including court Fees, Stamp Duty, Registration Fees, receive refunds and to receive and grant valid receipts and discharges in respect thereof .
- 26) For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Advocates, and / or debt collecting or other agents.
- 27) To institute conduct and defend all proceedings for acquisition and / or requisition in respect of the said premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid receipt and discharges thereof.
- 28) To appear and represent on our before all authorities make commitments and give under takings in connection of the said premises as be required for all or any of the purpose herein contained .
- 29) To appear before the Rajpur Sonarpur Municipality and / or other Authorities regarding the Tax Assessment or in any other way relating to the said premises or any portions thereof or an undivided share or shares therein.
- 30) To appoint and / or terminate the appointment from time to time and to make other or others of any substitute or subsitutes for exercising all or any of the authorities herein above contained.



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31) To Sell, Exchange, surrender, lease , mortgage the said the Schedule below property ,being collateral documents of this Power of Attorney and to invest money with any Banker or Bankers or to obtain refund of Stamp Duty or repayment of Court fees or to borrow form time to time any sum of money upon any terms in relation to our property as mentioned in the Schedule below as our Attorney thinks fit and proper.

32). On our behalf to negotiate on terms for and to agree to and sale the Property Flat/Space , shops, carparking space,or part thereof the Property which seized and possessed of now and hereafter belongs to our mentioned and described in the and proper to engage upon and to enter into any Agreement or Agreements for such sale or sales and/ or to cancel and / or repudiate the same.

33) To receive any payment and / or deposit all monies including court Fees, Stamp Duty, Registration Fees, receive refunds and to receive and grant valid receipts and discharges in respect thereof.

34) On our behalf to receive from the intending purchaser or purchaser for selling of the our proportionate 3/4th share of Schedule property in whole or in part the space, flats, shops and Car parking spaces with others any earnest money and/ or advance or advances from the end also the balance of purchase money to give valid receipt and discharges for the same and operate the said money which will protect the purchaser or purchasers on our account.

35) Upon such receipt as aforesaid to sign, execute and deliver any Deed of Sale, Conveyance or Conveyances of Purchasers or their nominee or nominees or assignee or assignees.

36) To sign and execute all other deeds, instruments and assurances which he consider necessary and to enter into and /or agree to such covenants and conditions as may be required for fully and effectually conveying the said premises either in part or in full as We personally could do ourself, if We personally present.