

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL admitted to registration. The

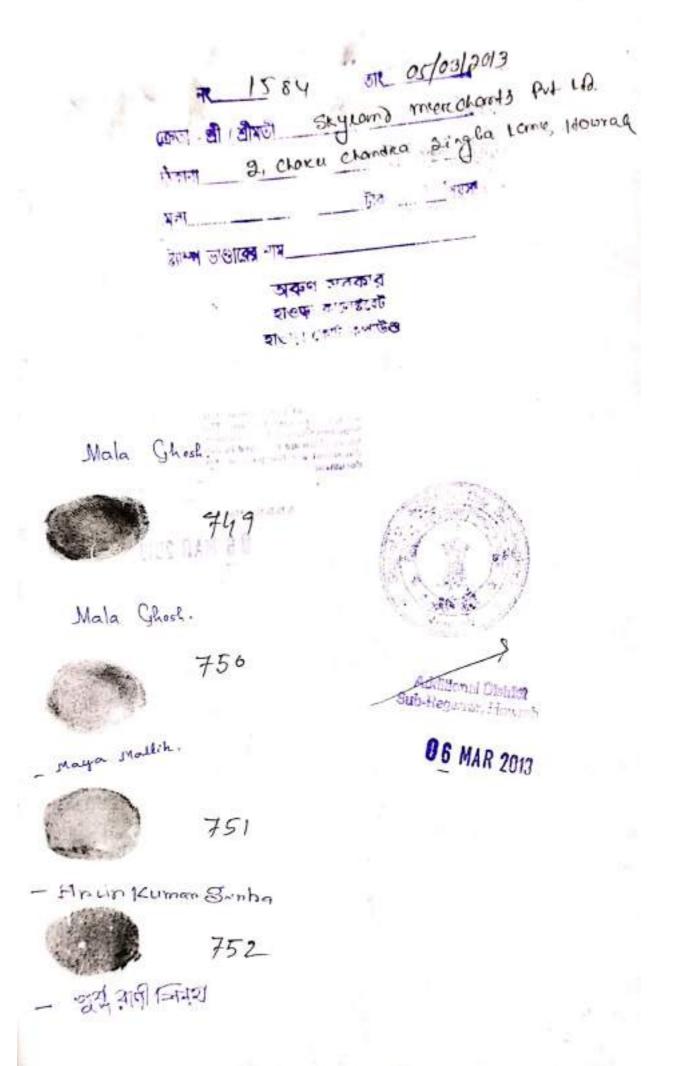
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L 942488

A.D.S.R Howale

## 06 MAR 2013 **GENERAL POWER OF ATTORNEY**

KNOW all men by these present that We, (1) SMT. PUSPA RANI SINHA, Wife of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Housewife, (2) SRI ARUN KUMAR SINHA, Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, (3) SRI DIPANKAR SINHA, Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, (4) SMT. MAYA MALLIEK, Wife of Sri Subrata Mallick, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, (5) SMT. MALA GHOSH, Wife of Sri Subhas Ghosh, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, (6) SMT, MALANCHA MONDAL, Wife of Sri Sachin Kumar



Mondal, daughter of Late Ranjit Kumar Sinha, all residing at 43, Raj Ballav Saha Lane, P.S. & District Howrah, do here by nominate constitute and appoint M/S. SKYLAND MERCHANTS PVT, LTD, a Company incorporated under the Companies Act. 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, Represented by one of it's Director SRI DEEPAK KEJRIWAL, Son of Ram Gopal Kejriwal by caste Hindu, both by occupation Business, residing at 1/3/1, Padma pukur Lane, P.S. Shibpur, District -Howrah, as our true and law full attorney in our names and on our behalf to do following acts deeds and things in respect of our property mentioned below.

WHEREAS We are the joint owners and occupiers and otherwise well and sufficiently entitled to in respect of all that the piece and parcel of Land containing an area measuring about 02 (Two) Bighas 01 (One) Cottahs 03 (Three) Chhitaks 43 (Forty-three) Sq. feet be the same a little more or less together with old structure standing thereon comprised within Premises No. 43 & 43/1, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Coproation Ward No. 28, within the jurisdiction of the Office of the District and Additional District Sub-Registrar, Howrah, hereinafter referred to as the 'Said Property'.

AND WHEREAS We the EXECUTANTS thus being the owners in respect of the said property which are more fully described and mentioned in the "Schedule" herein below, became desirous to get a multi storied building/ buildings constructed over the said property through any financially sound and technically capable builder, and accordingly approached to the above named attorney to construct the proposed multi-storied building/ buildings over the said "Schedule" mentioned property and our attorney has agreed to construct building/buildings on certain terms and conditions to which We and our attorney has agreed and to that effect one Registered Development Agreement dated 06.03-2013, and said Deed was registered in the office of A.D.S.R. Howrah, recorded in

Book No. I, Being No. I 789 for the year 2013 has already been executed. But however for the purpose of doing all necessary works, and appearing in different offices for obtaining permission and/or for smooth and convenient construction and/or for disposal of flats or buildings etc. it is absolutely expedient and necessary to execute an IRREVOCABLE POWER OF ATTORNEY, in favour of our afore said attorney to do interalia the following deeds, acts and things.

NOW KNOW ALL MEN BY THESE PRESENTS that We do hereby constitute, nominate and M/S. SKYLAND MERCHANTS PVT. LTD. a Company incorporated under the Companies Act, 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, Represented by one of it's Director SRI DEEPAK KEJRIWAL, Son of Ram Gopal Kejriwal by caste Hindu, both by occupation Business, residing at 1/3/1, Padma pukur Lane, P.S. Shibpur, District -Howrah, as our true and lawful attorney to do inter-alia the following deeds, acts and things in respect of our Schedule mentioned property.

- To defend possession or manage and maintain the said premises in connection with it's construction and all affairs ancillary or incidental thereto.
- 2) To appear, to represent before and act in all the Courts, Civil, Revenue or Original, whether original or appellate and also in the Registration Office and in any other office of Government or Semi Government or District Board, Municipal Board or Corporation or Notified area or S.P., S.D.O., J.L.R.O., B.L.R.O., P.W.D., A.D.M. Income Tax Office, Revenue Office, Bank or financial Institution or any other relevant office or offices or any other local authority in respect of the property which are more fully described in the Schedule herein below.
- To take down and/or demolish any house or structure of whatsoever nature 'at the said premises and/or to construct, reconstruct,

modify, execute and perform all the construction of New Building or Buildings thereon in accordance with the plan as would be sanctioned by the Howrah Municipal Corporation .

- 4) To sign, submit, apply for and obtain Sanctioned building plan for construction of the New Building/Buildings at the said premises from the Howrah Municipal Corporation and all other statutory authority or authorities and to receive and/or collect the said sanctioned building plan from the Howrah Municipal Corporation after due sanction and to apply for and obtain such certificate and/or permission and/or clearance including deposit of as made plan/Revised Plan, paying of penalty/fine, regularizing fee in respect of the said property.
- 5) To sign and verify plaints, written statements, petitions or claims and objection, Memorandum of Appeal and petitions and applications of all kinds and to file them in any such Court or Office relating to the Schedule, mentioned premises.
- 6) To appoint Advocate, Vokil, Pleader, Mukhtar, Revenue Agent or any other legal Practitioner in connection with any litigation or other legal affairs concerning the Schedule mentioned premises.
- 7) To file and receive back documents, to deposit and withdraw money and to grant receipt thereof, in connection with all affairs relating to the construction of Schedule mentioned premises.
- 8) To construct and/or to raise and sale the multi-storied building/buildings upon our said property as per sanctioned plan or if any amendment are to be obtained from the competent authority or other concerning authorities in respect of our property: as fully described in Schedule hereunder and hereinafter called the "said property" after demolishing the existing structure if

any and entitled him to sell the said existing materials and/or use the same in the said construction work.

- 9) To deal with or dispose off the entire constructed area in the proposed multi-storied building/buildings or the complex to be constructed over the Schedule mentioned premises in any form i.e. Sale, Lease Out, Rental etc. and also to collect advance, salami etc. from the prospective purchaser or purchasers/ Lessees/Tenants etc. save and 40% of the constructed area including super built up area as mutually agreed between parties but subject to adjustment of advance or security deposit if paid to the Owners or if any amount if be spent on behalf of the Owners and it is specifically agreed between the parties hereto that out of several buildings or Blocks be constructed on the said property one of said building or Block having floor area of 1500 to 2000 Sq. feet in each floor will be exclusively allotted to the owners for their own use and occupation and apart from that separate building balance area will be given in any other building or Blocks as would be mutually agreed.
- 10) To enter into Agreement for sale, for lease, to let out on rental with the prospective buyer or buyers/Lessees/Tenants in respect of any space, shops or flat or flats parking/s up to balance area including super built up to be constructed upon the Land of the said Schedule mentioned property and to receive advance and/or earnest money and/or the entire consideration money for and/or on our behalf.
- 11) To execute and sign all such Deeds, Writings and agreements as shall be required for the purpose of aforesaid sale, lease or rental for passing perfect title to the or in favour of intending purchaser/s, Lessees or Tenants.

- 12) To take, prosecute or defend all legal proceedings touching any of the matters aforesaid in which We hereafter be interested or concerned and also if thought fit to compromise, refer to arbitration for withdrawal as aforesaid.
- 13) To state, settle, adjust compound, submit to arbitration and compromise, all suits or other proceedings, accounts claims and demands whatsoever which now are or hereafter or shall be pending between our self and any person or shall be pending between our self and any person or persons in such matter in all respect as the said attorney shall thing fit during the period of Agreement dated
- To invest money for erecting the proposed multi-storied building or buildings or complex out of his own fund or funds derived out of premium, selami, advance and/or earnest money and/or consideration money from the prospective buyer or take loan from any financial institution, Bank, L.I.C. or any private persons etc keeping the owner's share free.
- 15) To apply for the inspection of and to inspect the judicial records.
- 16) To apply, to courts and offices for copies of the documents and papers as would be required by our said Attorney.
- 17) To appoint agents, Darwans, peons, contractors and other servants necessary for any of the purpose aforesaid at such remuneration, commission or salary as the said attorney may think proper and from time to time to dismiss or discharge such agents etc. and to appoint or employ other in their places.
- 18) To accept service or any summons, notice or writ issued by and court or officer against us relating to the said property during the validity of Agreement.

- 19) To submit plan before the competent authority to sign on the said plan, to withdraw the same, to rectify or modify the same and also be entitled to receive back the sanctioned plan on our behalf.
- To negotiate on terms for and to sell all flat or flats or units or residence in respect of entire constructed area save and except the reserved area as stated here in above being owner's allocation as mentioned in the agreement dated o6.03.2013. of the proposed multistoried building /buildings over the Schedule mentioned properties to purchaser or purchasers at such price which the said Attorney shall think fit and proper.
- 21) To agree upon and to enter into any agreement for sale or sales and/or cancel and/or repudiate the same.
- 22) To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money and to give good valid receipt and discharge for the same with regards to the sell and/or disposal of such flats, units etc. in respect of the total construction in the proposed multistoried building.
- 23) Upon such receipt as aforesaid to sign execute and deliver any conveyance or conveyances of the said property in favour of the said purchaser or purchasers of his/her/their nominee or nominees, or assigns or assignees on our behalf and also to get the said Deed of Conveyance Registered before the District Sub-Registrar or Additional District Sub-Registrar at Howrah or before the Registrar of Assurance, Kolkata.
- 24) To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully an

effectually conveying the said property, to any intending purchaser/purchasers.

- To present any such conveyance and conveyances for registration 25) before the District Sub-Registrar, Howrah and Additional District sub-Registrar, Howrah and also before the Registrar of Assurance, Calcutta and also to admit execution and receipt of consideration before the Additional District Sub-Registrar Howrah, or Registrar of Assurance, Calcutta or District Sub-Registrar Howrah, having authority for and to have the said conveyances registered and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the said property except my allotted share/ portion to the said purchaser or purchasers as fully and effectually in all respects with regards to the flats, units, space in respect of total covered area in the said building or buildings over the said schedule mentioned properties. Moreover for making and/or executing the deed of conveyance, lease or tenancies our said Attorney is done sufficient to act on our behalf and We are bound to adduce and endorse our signature if We are made PARTY in any Deed of Conveyance or other instruments whatsoever concerning the builder's total construction of the proposed Multistoried building.
- 26) To appoint Architect or Architects, Engineer, Mason, Carpenter and qualified surveyor for the purpose of construction of the said proposed building and to fix their remuneration fees or commission and tom pay the same from other funds.
- 27) To apply before the CESC Limited or W.B.S.E.B. for Electricity to apply before telephone department for telephone connection, gas connection on our behalf and/or intending purchaser or in their names and to persue the matter effectively.

We hereby for our selves and on behalf of our heirs, executors, administrators and legal representatives agree to ratify and confirm whatsoever our said Attorney shall lawfully do by virtue of these presents shall be construed as acts deeds and things done by our PROVIDED ALWAYS that this General Power of Attorney shall remain in force to till completion of construction of proposed multi-storied building/ buildings or complex over the said "Schedule" mentioned property as per plan and till total disposal of entire constructed area of the Attorney and this Power of Attorney shall not be revoked or cancelled during said time.

We further agree that all acts, deeds and things done by our said Attorney by virtue of this instrument shall be, for all purposes be construed as acts, deeds and things done by us and We agree to ratify and confirm all such acts, deeds and things whatsoever our said Attorney shall lawfully do, or cause to be done by virtue of the power given hereunder.

SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY OVER WHICH THE PROPOSED MULTI STORIED BUILDING/ BUILDINGS SHALL BE CONSTRUCTED) and this irrevocable General Power of Attorney are executed in respect of following property:-

ALL THAT the piece and parcel of Mokarari Mourashi Bastu land containing an area measuring about 02 (Two) Bighas 01 (One) Cottahs 03 (Three) Chhitaks 43 (Forty-three) Sq. feet be the same a little more or less together with old structure standing thereon comprised within Premises No. 43 & 43/1, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, within the jurisdiction of the Office of the District and Additional District Sub-Registrar, Howrah, together with all other easements, quasi-easements, right, title, interest, appurtenances thereto which butted and bounded in the manner as follows:

ON THE NORTH : 43/6, Rai Ballar Shou Lave

ON THE SOUTH : Ray Ballay Shop Lane.

Siddshwari Tala Laue. ON THE EAST

ON THE WEST :: 44, Rai Ballow Shaw lave.

IN WITNESS WHEREOF, both the parties hereto have set and subscribed their respective hands and seals this the 64h day of March, 2013.

#### WITNESSES :-

1) Binal Scarte. 10/1/2 Nefal Sahalore. Hourah-1

- 1) भूभ यानी भित्री
  - Arun Kiman Sinha
- 2) DULAL CHAND GHOSE. 3) Dipanker Sinha 2, C.C. SINHA LANE.

  - 4) Maya Mallik
  - 5) Mala Chose.
    - 6) Malencha Monday.

### SIGNATURE OF THE EXECUTANTS

For Skyland Merc

SIGNATURE OF THE ATTORNEY

Drafted by me : -

Judges' Court Howrah

(Debasish Sahoo)

# Page No. ..... FORM FOR TEN FINGER IMPRESSION

eture & Signature Executants	Little	Ring	Middle (Left Hand)	Fore	Thumb
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Signature	Little	Ring	Middle (Left Hand)	Fore	Thumb
Maya Mallik.	0				
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				9	0

# Page No. ..... FORM FOR TEN FINGER IMPRESSION

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	Mala Ghosh.					
Signature  Majuraha Mandal	Signature	Little	Ring	Middle (Left Hand)	Fore	Thumb
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	malandha Mondal					
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	Signature	Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little



#### Government Of West Bengal Office Of the A.D.S.R. HOWRAH District:-Howrah

Endorsement For Deed Number : I - 01790 of 2013 (Serial No. 01979 of 2013)

#### On 06/03/2013

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

Presented for registration at 18.10 hrs on :06/03/2013, at the Private residence by Mala Ghosh , one of the Executants.

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

Execution is admitted on 06/03/2013 by

- Puspa Rani Sinha, wife of Late Ranjit Kumar Sinha, 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession: House wife
- Arun Kumar Sinha, son of Late Ranjit Kumar Sinha, 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession: Business
- Dipankar Sinha, son of Late Ranjit Kumar Sinha, 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession: Business
- Maya Mallik, wife of Subrata Mallick , 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- Mala Ghosh, wife of Subhas Ghosh, 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- Malancha Mondal, wife of Sachin Kumar Mondal , 43, Raj Ballav Saha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- Deepak Kejriwal
   Director M/s Sk

Director, M/s. Skyland Merchants Pvt. Ltd., 2, Charu Chandra Singha Lane, Thana:-Howrah, District:-Howrah, WEST BENGAL, India, .

, By Profession : Business

Identified By Debasish Sahoo, son of - - -, Howrah Court, District:-Howrah, WEST BENGAL, India, , By Caste: Hindu, By Profession: Law Clerk.

( Amal Kumar Naskar ) ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 08/03/2013

#### 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. 7.00/-, on 08/03/2013

(Under Article: ,E = 7/- on 08/03/2013)

( Amal Kumar Naskar ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

08/03/2013 17:17:00



#### Government Of West Bengal Office Of the A.D.S.R. HOWRAH

District:-Howrah

Endorsement For Deed Number: I - 01790 of 2013

(Serial No. 01979 of 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.-2,81,50,119/-

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

( Amal Kumar Naskar ) ADDITIONAL DISTRICT SUB-REGISTRAR



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( Amal Kumar Naskar / ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

#### Certificate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 4 Fage from 3238 to 3254 being No 3 150 for the year 2013,



(Amal Kumar staskar) 11-March-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. HOWRAH West Bengal