

“Bismillah-Hir Rahmanir Rahim”

“IRREVOCABLE POWER OF ATTORNEY”

Serial No:

Book No:

Deed No:

Name and address of the **Office of the** _____, Dhaka, Bangladesh

Type of Deed	Mouza	Police Station/Upozila	District	Signing money
Irrevocable Power of Attorney	Goran	Khilgaon	Dhaka	Not applicable

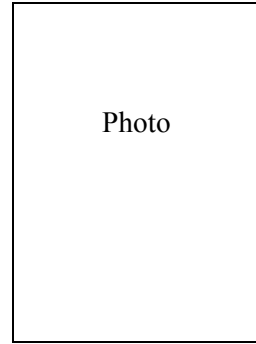
1. Date of Execution:-

Bangla: _____ the _____, 1422

English: _____ day of the Month of _____, _____.

2. Name and Address of the Principal(s): (Picture is not applicable for the Court, Public and Private Institution)

Name : **MRS. JAHANARA ALAM**
Father's Name : Amulla Nath Lahiri
Mother's Name : Late Shanti Lahiri
Husband's Name : Late Shamsul Alam Sikder
(If applicable):
Religion : Islam
Age/Date of birth : 05 July 1949
Profession : Housewife
Nationality : Bangladeshi by birth
National ID No. : 2693625695567
(If applicable)



<u>Permanent Address</u>			<u>Present Address</u>		
Village/Road	:	House No.417, East Goran	Village/Road	:	House No.417, East Goran
Post Office	:	Khilgaon	Post Office	:	Khilgaon
Police Station	:	Khilgaon	Police Station	:	Khilgaon
District	:	Dhaka-1219	District	:	Dhaka-1219

(Which expression shall unless excluded by or repugnant to the context mean and include her successors-in-interest, heirs, legal representatives, executors, administrators and assignees);

3. Name and address of the Attorney:-

S M Monirul Alam, Son of Late Shamsul Alam Sikder and Mrs. Jahanar Alam, date of birth: 01/01/1967 bearing NID No. 2693625695568 having address at House No. 417, East Goran, Post Office- Khilgaon, Police Station- Khilgaon, Dhaka-1219, Bangladesh, by faith Muslim, by profession- Service Holder (IT Engineer), hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or repugnant to the context mean and include his successors-in-interest, heirs, legal representatives, executors, administrators and assignees);

4. **Number and photocopies of National ID Card/Birth Registration Certificate or Passport (if applicable):**

NID No. 2693625695567, photocopy attached
NID No. 2693625695568, Photocopy attached

5. **Detailed descriptions of Irrevocable Power conferred by the Principal(s) and duties & responsibilities to be performed by the Attorney along with all information required for reflection of will of parties to this deed:**

KNOW ALL MEN BY THIS PRESENTS that **MRS. JAHANARA ALAM** Wife of Late Shamsul Alam Sikder i.e. the **Principal** do hereby irrevocably nominate, appoint and constitute: -

**S M MONIRUL ALAM
SON OF THE PRINCIPAL MRS. JAHANRA ALAM
AND
LATE SHAMSUL ALAM SIKDER
NID No. 2693625695568
HOUSE NO. 417
EAST GORAN
KHILGAON, P/S. KHILGAON
DHAKA-1219.**

as my true and lawful Attorney to do, execute and perform or cause to be done, executed and perform all or any of the following acts, deeds and things for me, in my name and on my behalf whichever, in the discretion of the said Attorney shall be deemed necessary:

1. To nominate, constitute and appoint advocate, attorney, counsel, solicitor for me, in my name and on my behalf to appear, act and plead in any case/ suit, to make or present written statements, *solenama*, affidavit, *chalan*, power of attorney, *vokatnama*, petitions or applications to the court, to withdraw and receive documents and any money from the court or from the opposite party either in execution of a decree or otherwise or on receipt thereof.
2. To do all lawful acts, deeds and things in connection with any case and to sign and deliver proper documents and appoint any other advocates if thinks proper to do so.
3. To appear, represent, institute, carry and act in all civil or Criminal Courts or Arbitration or the judicial or any revenue authorities either in the original or appellate side as well as in the governments, local authority, autonomous authority or other body corporate, and to persecute or defend or to take part in all or any action, application.
4. To work, manage, control and supervise the management of all and administer the scheduled property or other movable and immovable property not stated herein elaborately, flat now or hereafter belonging to me and/or to develop the same

5. To enter into contract, covenant and arrangement of any kind whatsoever in relation to the scheduled property, flat and to modify, revoke and cancel the same as he shall think fit and proper;
6. To exercise all or any of the powers and rights as regards schedule mentioned flat, property and all other properties owned by me either at present or in future as I could have done as an owner of the land.
7. To take all actions in the future such as-construct building on the scheduled property by demolishing present structures and plans, obtain sanction of the plan from RAJUK, affix signboard, publish advertisements, to take WASA connection, Electricity connection and Gas connection in the scheduled property, flats and proposed buildings thereon.
8. To negotiate and enter into Memorandum of Agreement, Sale Deed, mortgage deed, lease deed etc, with prospective buyers of the apartments/flats of building at present status or to be constructed on the Scheduled property or the land itself.
9. To take all steps for obtaining income-tax clearance certificates for the registration of sale deed / deeds of conveyance and relating to the sale of said property.
10. To appear before the Registrar or Sub-Registrar and present for registration of the Sale deed, Exchange deed, power of Attorney, mortgage deed, lease deed or any other deed or document in respect of the said property or flat executed by the Attorney in favor of the Lenders, Buyers or any other persons.
11. To pay rents, revenue, taxes, cesses, rates, fees, and all other assessment and legal dues and charges due and payable by me for the said property to the Government or to any other public body and authority and obtain receipts and discharges therefore.
12. To effect mutation or separation of holding in the revenue and/or Municipal records and sign all applications or objections.
13. To incur expenditure that maybe necessary for the management, protection and maintenance of the scheduled land.
14. To collect such approval letter, if necessary, from the concerned authorities or Administrators in Bangladesh or from any person or authority for any transfer or management or maintenance of the schedule property or flats. The said Attorney is fully empowered to enter into Agreements with the intending purchasers of the Flats of the Multi-Storied building to be constructed on the Schedule mentioned plot of land by the said sell the same receive carnets moneys, cost of the flats when due from them and to that end he will be also empowered to take all steps for registration with the competent authority including RAJUK and swear any affidavit that may be necessary thereof to execute any instrument for Sale/Transfer.
15. To enter into any agreement for sale, to sell, exchange, surrender, lease, mortgage, exchange or otherwise dispose of the scheduled property or portion or portions divided or undivided or undemarcated or both thereof and to transfer, release any mortgage or charge or also to execute or enforce any powers of sale or other powers under any such

mortgages or charges, or otherwise to realize or obtain the benefit thereof in such manner as my said attorney shall think proper.

16. To raise loan and /or borrow from time to time such sums of money or moneys upon such terms as my said attorney may deems and thinks fit.
17. To accept on my behalf services of all notices, summons or any other writ issued by Court of Law, Government Department or offices, Municipal, WASA, Electric Supply or any other authorities or local bodies or any company in respect of the said property and to do the needful in connection therewith.
18. To act as my attorney for the purpose stated herein above and do all other acts which I could have done personally.
19. I undertake that I shall not revoke this Power of Attorney without the consent of the ATTORNEY in writing and shall not execute and register any other Power of Attorney relating to the said Properties other than in favour of the ATTORNEY.
20. I hereby undertake and agree to ratify whatsoever the said attorney shall lawfully do or cause to be done under these presents and to indemnify the attorney against all costs and expenses incurred by it.

And I, the said executants, do hereby agree and declare that all-acts, deeds and things done, executed or performed by the said attorney shall be valid and binding on me/us to all intents and purposes as if done by me personally which I undertake to ratify and confirm whenever required. THIS POWER OF ATTORNEY SHALL REMAIN IRREVOCABLE AND SHALL BE REGULATED BY THE EXISTING LAWS OF BANGLADESH.

6. Description of Chain of Ownership and Schedules:

Chain of Ownership:

In respect of property of Sale Deed Nos. 14791 dated 18.08.1970, Sale Deed No. 2520 dated 19.6.1952; sale deed no. 189 dated 6.1.1947 & all other movable and immovable properties owned or to be owned by the principal privately, jointly or others either divided or undivided and demarcated.

Mrs. Jahanra Alam became owner of the above titled property through succession after the death of her husband Mr. Shamsul Alam Sikder as his wife. Mr. Shamsul Alam sikder purchased the above properties and became owner thereof and keep in possession for a period of 25 years and above, duly mutated his name and paid all taxes, revenues, khajnas and other fees from time to time and recorded in his name. Mrs. Jahanara became owner after the death of Mr. Shamsul Alam Sikder on 27.2.2015 alongwith her 2 sons and one daughter. This is in brief the chain of ownership of her (principals) title on the scheduled land.

SCHEDULE OF THE PROPERTY

In respect of property of Sale Deed No. 14791 dated 18.08.1970, Sale Deed No. 2520 dated 19.6.1952; Sale deed no. 189 dated 6.1.1947 & all other movable and immovable properties owned or to be owned by the principal privately, jointly or others either divided or undivided and demarcated.

Regarding Deed No. 14791 dated 18.08.1970

All that piece and parcels of land measuring 08 and $\frac{1}{4}$ decimals land or 05 Kathas and recorded in Dhaka City jarip as 7.80 decimal situated within District Dhaka, P.S. & Sub-Register Office- sabek Ramna, Dhaka Collectorate and now Khilgaon, Gulshan, Touzi No.7656, Mouza no. 288, Goran, Dhaka City Jarip. Khatian No. 3078, Mouza- Goran, Thana-sabek Shabujbgh and now Khilgaon, J.L.No.4, Dag no. 5027, Holding no. 112/16; Khatian No. 83, Dag No. 336, Mutation Khatian No. 135, along with 2 (two) storied building with a tin shed constructed or to be constructed thereon and all other buildings, structures to be constructed thereon in future with all other rights, interest, titles, easements, benefit attached or appertaining to the land.

On the North: Road;
On the South: Road;
On the East: N Z Tower
On the West: Abul Ashraf

The land measuring an area of 8.25 **decimals** or 5 kathas but in Dhaka City Jarip 7.80 decimal along with all other structures and building constructed or to be constructed thereon with all right, easement, interests etc, attached thereto.

Regarding Deed No. 2520 dated 19.06.1952

All that piece and parcel of a land measuring 02 acre and 84 decimals land situated within District Faridpur (sabek Jessore), P.S. & Sub-Register Office- Alfadanga, Touzi No. 2573, Mouza no. 57, Alfadanga, Jessore. Khatian No. 874, Dag No. 336, along with building constructed or all building, structures to be constructed thereon in future with all other rights, interest, titles, easements, benefit attached or appertaining to the land.

On the North: Road
On the South: self property
On the East: self property
On the West: Family property.

Regarding Deed No. 189 dated 6.1.1947

All that piece and parcel of a land measuring 19 decimals land out of 57 decimals from 1 acre and 13 decimals (40 decimal in dag no.332; 36 decimal in dag no. 1097; and 37 decimal in dag no. 1096) situated within District Faridpur, P.S. & Sub-Register Office- Alfadanga, Touzi No. 337/335/336, Mouza no. 57,Mala Mouza, sabek Jessore. Khatian No. 540, dag no. 1768 (rayat), Dag No. 336, along with pacca building constructed or all building, structures to be constructed thereon in future with all other rights, interest, titles, easements, benefit attached or appertaining to the land.

On the North: self property **On the South:** Road
On the East: Family Property **On the West:** ...Family property

And also of 13 decimals land in J.L No. 57, khatian no. 1088, dag no. 1756 in Faridpur district, Thana- Alfadanga situated in mala mouza. And all other movable and immovable properties having all or any rights, interest or title accrued either at present or in future.

7. Description of properties of Attorney's portion in case of power of attorney regarding land development:

N/A

8. Signing money for the property as per Section 2(2) of the Act :

N/A.

9. Amount of money received by the Principal(s) or description of any other financial transaction: N/A.

10. Financial liability and responsibility: As mentioned in clause 5.

11. Duration of the exercise of Power conferred hereby:

It is an unconditional and irrevocable power of attorney for an indefinite period of time with an absolute and unfettered right to exercise as stated in clause 5 and given to the attorney.

12. Whether power has been bestowed separately or jointly (in case of more than one principal) and whether attorneys have been empowered to act separately or jointly or both (in case of more than one attorney):

N/A

13. Any other information or special condition:

N/A; Made willingly, voluntarily, without any fraud, favour, mistaken, misconception, undue influence or coercion in favour of her son as attorney.

14. Signature of the Attorney with consent:

I agree to comply with all duties and responsibilities as given to me by the principal through this power of attorney and put my hand hereto without any force, favour, fraud, undue influence, misconception or error in any forms or in any manner.

S M MONIRUL ALAM
(Signature of the ATTORNEY)

15. Name and Signature of the Principal (s):

MRS. JAHANARA ALAM
(PRINCIPAL/EXECUTOR)

16. Name, Address and Signature of the witnesses:

(a)

Name:	Sharmina Alam Khan NID-7625511181004	Signature	
Father/Husband's name	Father- Late shamsul Alam Sikder & Husband: Md. Ismail Khan	Mother's Name	Mrs. Jahanra Alam
Village/Road No.	House 50/21, Protya Nibash, Post – Pabna-6600,	Union/Ward	Poilanpur, Power House zone
Police Station:	Pabna Sadar	District:	Pabna

(b)

Name:	Nasrin Akter Shilpi NID-2693625695566	Signature	
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Father/Husband's name	Husband- Monirul Alam	Mother's Name	Sultana Razia
Village/Road No.	House-417, east Goran, Post-Khilgaon-1219	Union/Ward	East Goran
Police Station:	Khilgaon	District:	Dhaka

17. Name, address and signature of Deed writer:

Signature :

Name : **(Ahamuduz zaman)**

LL. B. (Hons.), LL. M.

University of Dhaka

Advocate, Supreme Court of Bangladesh

Membership No. 3980

Address : House-2A, Road-19, Sector-11, Uttara, Dhaka, Dhaka-1230.

18. Affidavit by the Principal(s) or on behalf of the principal(s):

(Affidavit as per President's Order No. 142 of 1972, Section 52A (g) of Registration Act 1908 and Section 53 E of Transfer of Property Act, 1882)

AFFIDAVIT

To,

BEFORE THE NOTARY PUBLIC, DHAKA, BANGLADESH

I, **Mrs. Jahanara Alam**, wife of Late Shamsul Alam Sikder, Date of Birth: 5th July, 1949 bearing NID No. 2693625695567 of House No. 417, East Goran, Post Office- Khilgaon, P.S. Khilgaon, District- Dhaka-1219, by faith- Muslim, by Profession- Housewife, do hereby solemnly affirm and declare that, I am Bangladeshi citizen and permanent resident of Bangladesh.

I declare that,

1. That the immovable property proposed to be transferred is not attachment under the Bangladesh Collaborators (Special Tribunal Order No. 8 of 1972).
2. That the immovable property proposed to be transferred are not an abandoned property under the Contract, Management and Disposal Order, 1972 (President Order No. 16 of 1972).
3. That the immovable property proposed to be transferred have not been vested in or does not stand forfeited to the government under any law, for the time being force.
4. That the proposed transfer does not contravene any provision of the law for the time being in force.
5. That the proposed transfer is not liable to be void under Article 5A of the Bangladesh Land Holding (Limitation) Order, 1972 (President Order No. 8 of 1972).
6. That the movable/immovable properties proposed to be transferred have been correctly described and have not been undervalued and the applicant has valid transferable right in such property.

I further declare that, I am the absolute owner of the properties as described in the deed. This property is not under any deed of agreement for sale to any body or did not transfer the scheduled land by any way to anywhere or did not Mortgage to any where. That the property not belongs to khas/ vested or abandoned or belongs to government in any means or ways. That I shall be liable for any information given as false and for which any civil or criminal case can be filed against me including compensation thereof.

There exist my valid right and title in the land as mentioned in the deed and the statements made herein above are true to the best of my knowledge and belief and on this the 19th day of January, 2016.

Signature of the Deponent

Declaration of Identifier:

It is declared that the deponent (s) is/are known to me and she has signed the deed in my presence (or I have written her name (s) thereof deponent).

Signature of the Identifier