

1276

391 100Rs.



Admissible under Rule 26 duty
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Act, 1891 and the Orissa P.R.L.T.
Act, 1956. Sch. I. D. No. 48 (D)

M. K. Chowdhury
Registration Office
Patna

fee paid

ABM) 250 : 0
AKA) 60 : 0
AKB) 4 : 0

Rs 314 : 0

GENERAL POWER OF ATTORNEY

Names and L.T.I.
of the parties

Signature of
the parties

Photographs of
the parties.

DIPTI CHOWDHURY



*दीप्ति चौधुरी 24.05.06
(Dipti Chowdhury)*



AJIT BARAN CHOWDHURY



*Ajit Baran Chowdhury
24.05.06*



KNOW ALL MEN BY THESE PRESENTS that we, (1) **SMT. DIPTI CHOWDHURY**, aged about 63 years, wife of Late Anil Baran Chowdhury, by

Names and L.T.I. of the parties	Signature of the parties	Photographs of the parties.
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ASHIT BARAN CHOWDHURY



Ashit Baran Chowdhury

24-5-06



ASHIM BARAN CHOWDHURY



Ashim Baran Chowdhury

24/5/06



UDAY CHAND DUTTA

Uday Chand Dutta.

24/05/06



JAYANTA DAS

Jayanta Das

24/5/06



religion-Hindu, by occupation- Housewife, (2) **SHRI AJIT BARAN CHOWDHURY**, aged about 71 years, by religion-Hindu, by occupation- retired, both residing at 37, Maharani Indira Debi Road. Police Station-Behala, Kolkata -700060, (3) **SHRI. ASHIT BARAN CHOWDHURY**, aged about 65 years, by religion-Hindu, by occupation-Business, presently residing at "C-Sector" Bank Tinali, Itanagar, Arunachal Pradesh, Pin-791111, and (4) **SHRI. ASHIM BARAN CHOWDHURY**, aged about 60 years, by religion-Hindu, by occupation- retired person, presently residing at Flat No. 226, Samachar Apartment, Mayur Vihar, Phase-I, Delhi-110091, all sons of Late Gopal Chandra Chowdhury and all are owners of premises No. 37, Maharani Indira Debi Road. Police Station-Behala, Kolkata-700060, within the limits of the Kolkata Municipal Corporation under ward no. 131, borough-XIV, having mailing address 56/1, Maharani Indira Debi Road. Kolkata-700060, District- South 24-Parganas, in the State of West Bengal and all are at present residing at Basanti Nagar, Post Office - Rourkela-769 012, Police Station - Uditnagar, District- Sundargarh in the State of ORISSA.

SEND GREETINGS:

WHEREAS we, are the joint owners in respect of **ALL THAT** piece and parcel of land measuring more or less 15 (fifteen) Cothas 7 (seven) Chittacks and 6 (six) Square Feet together with two storied pucca building standing thereon being comprised in Dag. No. 683, under C. S. Khatian No.-2233 with in 2227 and within Mouza and P. S. - Behala, J. L. No. 2, R. S. No. 83, Touzi No. 346, under Sub-Registration Office and Police Station- Behala, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward no. 131, being known and numbered as premises No. 37, Maharani Indira Debi Road, having its postal address 56/1, Maharani Indira Debi Road, Police Station- Behala, Kolkata-700060, within the District 24-Parganas (south) which is morefully and particularly described in the schedule hereunder written and hereinafter, for the sake of brevity, referred to as the **"SAID PREMISES"**.

AND WHEREAS in course of enjoying the said land together with two storied building standing thereon, the executants herein mutated their names in their favour by recording their names the same in the office of the Kolkata Municipal Corporation (S.S. Unit) being known and numbered as premises No. 37, Maharani Indira Debi Road, P. S. Behala, Kolkata-700060, within the limits of Kolkata Municipal Corporation (S.S. Unit) under ward No. 131, morefully and particularly described in the schedule hereunder written.

AND WHEREAS the Executants herein, being the absolute owners, seized and possessed and/or well and sufficiently entitled to the said land free from all encumbrances;

AND WHEREAS with a view to developing our said property (particularly mentioned in the schedule hereunder written) we were in search of a suitable Developer/Builder who had sufficient resources and gathered lot of experience in this respect and knowing our such intention "**M/S. NEW MAA TARA CIVIL WORKS**", a partnership Company, represented by its partners namely (1) **SRI UDAY CHAND DUTTA**, aged about 31 years, son of late Samar Kumar Dutta, residing at 55, Dr. Suresh Sarkar Road, P.S. - Entally, Kolkata - 700014, (2) **SRI JAYANTA DAS**, aged about 37 years, son of Shyama Prasad Das, residing at I-35, Baishnabghata Patuli Township, P.S. Jadavpur, Kolkata - 700094 and (3) **SMT. DOLA DAS**, aged about 41 years, wife of Shib Sankar Das, residing at 39/1, Dr. Suresh Sarkar Road, P.S. - Beniapukur, Kolkata - 700014, proposed us to appoint them as Developer to commercially exploit the said property by constructing the residential multi-storied building consisting of several numbers of flats/car-parking space, garages etc. including sanction of building plans to be sanctioned by the Kolkata Municipal Corporation and for selling the allocation of said firm as Developer's allocation as stated in the agreement executed on 22nd day of May, 2006, mentioned therein with regards to the proposed building and to be constructed over the said schedule

Param Chand Dutt
-24/5/06

Shubh Kumar Choudhury
24-5-2006

Abut Amar Choudhury
24.05.06

Dipan Choudhury
24.05.06

mentioned property by the said Developer and the said premises/property is at present free from all encumbrances and has a good marketable title;

AND WHEREAS we, the Executants herein have entered into an Agreement with the said firm on the 22nd day of May, 2006 and in pursuance of the same, we appoint the said **Sri Uday Chand Dutta** and **Sri Jayanta Das**, both are partners of the said partnership firm which was appointed to develop and construct the proposed building on the said land;

AND WHEREAS we are not in a position to supervise the construction and development work and as such we feel it necessary to appoint **ATTORNEYS** in respect of the said property and for the above reason, we do hereby nominate, constitute, and appoint (1) **SRI UDAY CHAND DUTTA** and (2) **SRI JAYANTA DAS**, partners of "**M/S. NEW MAA TARA CIVIL WORKS**", having its office at 48/1A, Dr. Suresh Sarkar Road, P.S. - Beniapukur, Kolkata 700014 and as we nominate, constitute and appoint as our true and lawful **ATTORNEYS** for us, in our names and on our behalf to do, execute and perform all or any of the following acts, deeds, matters and things relating to the said matter hereinafter mentioned, i.e. to say:-

1. To look after, manage, control, supervise, develop, construct and/or maintain our landed property mentioned in the schedule hereunder written in our names and on our behalf as our said Attorneys or authorized agent.
2. To prepare, sign, apply and execute all papers and documents in connection with sanction of the building plan/plans by the Kolkata Municipal Corporation of premises no. 37, Maharani Indira Debi Road. P.S. - Behala, Kolkata - 700060, and to appear and represent us before the Kolkata Municipal Corporation's all authorities viz. Building Department, Assessment Department, Collection Deptt., Water & Drainage Department and before any person or persons or any Departments required in the aforesaid matter and/or concerned having jurisdiction over the said premises and to sign, verify, affirm, deposit, submit as the case may be, any affidavit, letters, declaration, application, plans as may be required from time to time for securing consents, certificates, clearances, sanctions of the building plans including for connection, re-connection of sewerage, drainage and water connection and all the amenities in or for any other purposes required for construction of the building or flats to be constructed in the said premises.
3. To demolish the existing structure if any, and to construct boundary walls and take other construction, in accordance with law for fully and effectually complete the construction work so that the building or buildings may be fit for occupation.

Sri Uday Chand Dutta
- 24/5/06

Sri Jayanta Das
24-5-06

Abhishek Baruah Chowdhury
24.05.06

Abhishek Baruah Chowdhury
24.05.06

4. To appear and represent us before Kolkata Municipal Corporation, Kolkata Improvement Trust, Fire Brigade, K.M.D.A. and all other authorities concerned having jurisdiction over the said premises and to apply, sign verify, affirm, deposit, submit as the case may be required from time to time for sanction of building plan or plans for and/or any matter relating to the development and construction of building on the said premises and/or to sign and submit revised plan or plans of building and/or fresh plan for construction of building of the said premises and for all such purpose and also to sign and submit plan/plans for revision or modification of plan/plans as may be think fit and proper by the said Attorneys from time to time required in connection therewith.

5. To appear and represent us before the C.E.S.C. Ltd. Fire Brigade Authority, K.M.D.A., K.I.T., Police Authorities, competent authority all other authorities concerned to verify affirm, deposit, submit as the case may be any affidavit, declaration letters, submit as money's applications, plans may be required from time to time for security, consents, licence, quotas, permits, certificates and clearances for and/or in respect of building to be constructed at the said premises.

6. To submit or deposit necessary fees or charges to the Kolkata Municipal Corporation, C.E.S.C. Ltd., Fire Brigade Authorities, Police Authorities, Calcutta Metropolitan Development Authorities, Calcutta Improvement Trust, competent Authorities and/or any other Authorities in relation to sanction for building plan/plans by the Kolkata Municipal Corporation and/or for security any of such other for further consents, certificates, profits, quotas, supply orders, licences and/or clearances as may deem fit and proper by our said Attorneys.

7. To apply to any other Authority or Authorities they may be required for demolition, construction of the building/flats and/or any portion thereof which is/are to be constructed on the said premises.

8. To enter into agreement for sale or transfer of the Developer's allocation mentioned in the said agreement dated 22nd day of May, 2006 with the person or persons under any terms and conditions and receive advance or earnest money by granting receipts thereof and to register such agreements for sale or transfer of the Developer's allocation as required on behalf of the said owners.

9. To receive consideration money, sale proceed and/or in connection with the construction agreement from the prospective buyers or persons in respect of the Developer's allocation in the proposed building in the respect of the said premises and to grant proper and effectual receipt thereof.

Ashutosh Kumar
24/5/06

Ashutosh Choudhury
24-5-06

Amit Kumar Nagarkar
24.05.06

Subrata Choudhury
24.05.06

10. To execute and register necessary documents, including sale deeds in respect of the flat/flats along with proportionate undivided share of the land with or without car parking space corresponding to the Developer's allocation in the proposed building at the said premises or any part thereof.
11. To negotiate with any intending purchaser or purchasers of the proposed flats, to be constructed on the said land morefully described in the schedule hereunder written and if required, our said Attorneys shall have every right to execute enter into any agreement for sale and/or register the same of the said proposed flat/flats, shop/shops, garage/garages car parking spaces together with the undivided, proportionate share of land and to receive earnest money and/or booking money and/or any part payment thereof and acknowledge the receipt of the same at their own risk and responsibility of our said Attorneys in respect of the Developer's allocated portion of the building as per said agreement dated 22nd day of May, 2006 but the said Attorneys shall have no right to sell, convey and/or transfer in any manner the remaining owners allocated portion of the building as per said agreement.
12. For all or any of the purpose to sign, issue, conduct, delivery, receive, acknowledge and serve as the case may be all notices, letters and correspondences from time to time with all or any of the authorities in general as aforesaid.
13. To institute, defend and prosecute, enforce or resist any suit or other actions and proceedings, appeals, in any court any where within or outside the State including the International Court in its Civil, Criminal Revenue, Revision or before any Tribunal or Arbitration or Industrial Court, Income Tax, Wealth Tax and Sales Tax authorities whether by any of on behalf of the said firm or against it, to execute warrant of **ATTORNEYS**, Vakalatnama and other authorities to act and plead, to sign and verify plaints, written statements, petition and other pleadings, including pleadings under Articles 226 of the Constitution of India and also to present any Memorandum of Appeal, Tribunal Statements, to accept service of summons, notices and other legal process, enforce judgement, execute any decree or order, to appoint and engage on behalf of the said firm pleaders, attorneys, counsel and other legal agents as our said Attorneys may thinks fit and to adjust, settle and accounts to refer to arbitration all disputes and differences, to compromise case, to withdraw the same or to be non-suited and to receive delivery of documents of payments as they shall think fit and proper and to do all acts, deeds and things that may be necessary or requisite in connection there with.
14. To purchase materials for the purpose of construction of building at their own risk and liability and to pay all bills and charges thereof.

Asstt. Barrister Choudhury
 24/5/06
 Asstt. Barrister Choudhury
 24/5/06

Asstt. Barrister Choudhury
 24/5/06
 Asstt. Barrister Choudhury
 24/5/06
 Asstt. Barrister Choudhury
 24/5/06

15. To invite application from the intending purchaser or purchasers in respect of flat/flats in the proposed multi-storied building as per terms of the said agreement.
16. To represent before the District Registrar, Additional District Sub-Registrar, District Sub-Registrar's Office and/or Offices of the Registrar of Assurances, Kolkata and everywhere necessary for the purpose of Registration of deeds in respect of the flat/flats of the proposed building including shop/shops, garage/garages and car parking spaces together with undivided proportionate share of land underneath of the said proposed building at our premises and present, execute and Register the said Deed or Deeds, conveyance or conveyance on our behalf and/or receive consideration price for the same and/or issue receipt of the same save and except owners allocation stated in the said agreement and to do other act or acts for completion of the said registration. Provided, however, that the prior to registration of any flat from the developer's allocation the owner's allocation of the said flat area in the said building shall be handed over and/or notice for delivery of possession of Owner's allocation shall be served to the owners.
17. To pay rent or taxes to the Kolkata Municipal Corporation in our names and on our behalf in respect of the said premises and/or land and/or building to be constructed.
18. To appoint or engage masons, labourers, contractors, sub-contractors, agents, sub-agents, durwans, store-keepers, architect, engineer, L.B.S. for the purpose of construction of the proposed building in the said land at the cost and expenses and responsibilities of our said Attorneys and to pay their proper remuneration without making us liable for the same in any manner.
19. To appear and represent before C.E.S.C. authority for getting connection of meter, sub-meter in the proposed building to be constructed upon the land and to put signature on our behalf and in our names and in all relevant papers and documents and to do all other allied act or acts for getting electric connection and/or meter in all flat or flats.
20. To appear and represent before the Kolkata Municipal Corporation for providing water connection and/or widening of pipe line in the said proposed building to be constructed upon the said land mentioned in the schedule hereunder written.
21. That the Power of Attorney is to be mentioned in the Agreement basis.

District Barran Chaudhury
24/5/06

District Barran Chaudhury
24/05/06

Dipit Chaudhury
24/05/06

22. Words importing singular shall include plural, masculine gender shall include feminine and wards importing neuter gender shall include masculine and feminine gender and vice-versa.

23. It is further declared and be it known by all that the said Power of Attorney shall remain valid till full completion of the construction of the proposed building in the said premises and until full disposal of the Developer's Allocation together with the undivided share in the land relation to the Developer's Allocation and delivery of possession of the Developer's Allocation to the respective purchasers and/or acquirers and after complete cessation of all claims and interest of the owners and the Developer in respect of their respective allocations in the said building to be constructed on the said premises subject to however on handing over the owner's allocation in the proposed building.

23. To settle, compromise or compound any debt or claim in respect of the construction of the said building on the said premises.

To refer and dispute or differences arising out of the same to arbitration.

To appoint Arbitrator or Arbitrators to file the statements of facts or counter statements of facts to proceed with or oppose arbitration proceedings and to apply for judgment on award or to set aside the award.

AND GENERALLY to do all acts, deeds and things as will be necessary for implementing the said agreement and for raising and completing the construction of the building on the land of the said premises and for disposing of and dealing with the respective flats in the proposed building and also the undivided share in the corresponding thereto in the said building **AND** we hereby confirm and ratify and do agree and undertake to ratify and confirm all the said acts, deeds and things that shall be done by our Constituted Attorneys as our own acts, deeds and things as if we were personally present and doing the same.

We do hereby agree and undertake to ratify and confirm all and whatsoever our said Attorneys under the powers in that behalf hereinbefore in exercise of the power, authorities and liberties hereby conferred upon under and by virtue of these presents.

Amit Baran Chawla
24/5/06

Amit Baran Chawla
24.05.06

Mr. Gopal Chaudhary (Constituted Attorney)
24.05.06

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of a land measuring 15 (fifteen) Cotthas 7 (seven) Chittacks and 6 (six) Square Feet together with two storied building standing thereon being known and numbered as Premises No. 37, Maharani Indira Debi Road. P.S. - Behala, Kolkata - 700060, within the limits of the Kolkata Municipal Corporation (S.S. Unit), under Ward No. 131, Borough - XIV, having postal address 56/1, Maharani Indira Debi Road. Kolkata - 700060, comprised in Dag. No. 683, under C. S. Khatian No. - 2233 with in 2227, Mouza and P. S. - Behala, J. L. No. 2, R. S. No. 83, Touzi No. 346, District 24 Parganas (South) and which is butted and bounded as under :

ON THE NORTH : By 8 ft. wide common passage.

ON THE SOUTH : By premises of Radhika Mohan Roy, Dhiren Nath and K.L. Chowdhury.

ON THE EAST : By K. M.C. Road.

ON THE WEST : By vacant land of Kishori Mohan Nath.

S. Radhika Mohan Roy, Dhiren Nath and K.L. Chowdhury
24/05/06

Kishori Mohan Nath
24.05.06.

Radhika Mohan Roy
(Diphi Chowdhury)
24.05.06

IN WITNESS WHEREOF We (1) **SMT. DIPTI CHOWDHURY, (2) SRI AJIT BARAN CHOWDHURY, (3) SRI ASHIT BARAN CHOWDHURY, (4) SRI ASHIM BARAN CHOWDHURY**, do hereby put our respective signatures on this General Power of Attorney this the 24th day of May, Two Thousand and Six (2006).

SIGNED SEALED & DELIVERED at Rourkela,
District - Sundargarh in the state of ORISSA
In presence of :

WITNESSES:

1. *Mrityunjay Majumder* 24/05/06
S/o. Late Bijan Kr. Majumder
residing at A/4, S. M. Nagar Block
Housing Estate, P.O. Sorkarpur,
Kol-760143, at present residing
at Basanti Nagar, P. O. Rourkela
769012, P.S. Uditnagar, Dist.
Sundargarh in the State of Orissa
2. *Uditnagar, Dist.*

1. *Mr. Dipti Chowdhury* 24.05.06
(Dipti Chowdhury)

2. *Ajit Baran Chowdhury* 24.05.06.

3. *Ashit Baran Chowdhury*
24-5-06

4. *Ashim Baran Chowdhury*
24/5/06

Rajib Chowdhury
24.05.06

Son of Late Anil Baran Chowdhury at present residing at Basanti Nagar P.O. Rourkela -769012, P.S. Uditnagar, Dist. Sundargarh in the State of Orissa.

**(SIGNATURE OF THE PRINCIPALS
EXECUTANTS/LAND OWNERS)**

... Maa Tara Civil Works

1. *Uday Chand Das* 24/05/06
Partners.

2. *For New Maa Tara Civil Works*

Tayanta Das 24/05/06

(SIGNATURE OF THE ATTORNEYS)

1. *Mr. Dipti Chowdhury* 24.05.06
(Dipti Chowdhury)

2. *Ajit Baran Chowdhury* 24.05.06.

3. *Ashit Baran Chowdhury*
24-5-2006.

4. *Ashim Baran Chowdhury*
24/5/06

**SIGNATURE ATTESTED BY THE
PRINCIPALS/ EXECUTANTS/
LAND OWNERS)**

Drafted and prepared in my office by
me under my dictation and Readover
and explained the same to be Executants
who admitted the same to be true and signed
by them.

Omprakash Bhadra
Advocate, 24.05.2006
(OM PRAKASH BHADRA)
Regd. No. WB/553/88
Alipore Criminal Court,
Kolkata - 700 027