

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT THAT I MUSAMMAT

MOMINA alias Momina Bibi daughter of Late Walijan Khan by caste Muslim, by profession Housewife, residing at Kamalgaji, P.S. Sonarpur, District South 24 Parganas presently staying Vill - Madhabpur, P.O. & P.S. Diamond Harbour, District - South 24 Parganas:

WHEREAS I am the owner of plot of land measuring 5 (five)

'decimal', be the same a little more or less including the structures standing thereon in Dag No. 1511 under old Khatian No. 34, new Khatian No. 1505 of Mouza Kumrakhali, J.L. No. 48, Touzi No. 255, Pargana - Medanmallah, R.S. No. 131, P.S. Sonarpur, District 24 Parganas (3) Purchased on 27.4.1981, for valuable consideration, duly demarcated, from (1) Sri Sashibhushan Bhattacharyya and his wife (2) Mrs. Surama Devi, both the residents of 21, Baishnabghata Lane, Kolkata - 700 047 by means of a deed of sale Registered at the office of the Registrar, Alipore, vide Book I, Vol. 167, Pages 161 to 166, Being No. 4424 for the year 1981.

AND WHEREAS I am also owner of another plot of land measuring 23 (twenty three) decimal, be it a little or more or less comprising Dag No. 1509, Khatain No. 61, Mouza Kumrakhali, J.L. No. 48, R.S. No. 101, Touzi No. 255, P.S. Sonarpur, ADSR Sonarpur, Dist. South 24 Parganas Purchased for valuable consideration from one Smt. Mimita Sharma D/O Debendra Sharma. the then resident of 45/H/10, Nazir Lane, Kolkata - 700 023 by means of a Deed of Sale registered at the Office of the Registrar Alipore on 21.5.85 vide Book No. I, Vol. No. 115, Pages 44 to 50, Being No. 6814 for the year 1985.

AND WHEREAS I represents that both the Plots are adjacent to each other, and both the said plots are in my possession and both the plots are totalling 28 decimal along with the building thereon and has mutated my name in the records of the erstwhile Narendrapur Gram Panchayet and later Rajpur – Sonarpur Municipality (RSM) under Ward No. 25, Holding No. 171 and has been paying rent, ratesand taxes for the said premises consisting of (.5 decimal plus .23 decimal) equal to .28 decimal free from all eccumbrances, attachements, whatsoever, that the said plots together are herein referred to as the said property and described in the FIRST SCHEDULE hereunder.

AND WHEREAS I have decided to develop my entire land measuring about .28 decimal upon completing necessary formalities in my name and after getting the necessary plan duly sanctioned by the Rajpur-Sonarpur Municipality.

NOW THEREFORE in the premises aforesaid I hereby nominate, consistute and appoint the said SHRI SABYASACHI

SUTRADHAR son of Late Surendra nath Sutradhar, reisiding at "Sutradhar House", A/40, New Raipur, P.O. Garia, P.S. Jadavpur, Kolkata - 700 084 as my true and lawful Attorney for me to do the

following acts, deeds and things on my behalf and in my name,
that is to say:-

- 1) To look after and manage all the affairs of myland on my behalf as I could and do make construction and enter into any agreement for development of the said land on my behalf in my name in respect of the said land/property.
- 2) To appear before the Rajpur Sonarpur Municipality (RSM) and requisite authorities in connection with my land/property and to file such papers and documents as may be necessary and to sign such, papers, notices, demand letters and other prescribed for me as may be required to defend or enforce any right and to pay and deposit and withdraw all money payable or receivable from the Municipal Authority and to file appeals and other review or revision petitions against any decision of the Municipal Authority regaeding either licencing or other matters.
  - 3) To appoint any Engineer/Architect and get plan for sanction/
    construction of building on my said property prepared by the
    said engineer/architect and to sign in my name and on my
    behalf on the building plan application from or file the same
    with the Rajpur Sonarpur Municipality for sanction and then

to get delivery fo the said sanctioned plan from the Rajpur Sonarpur Municipality on payment of requisite fees thereof and to raise and construct building on the said land/property according to the sanctioned plan and to do all necessary things and acts for the said purpose and to construct building on the said land/property according to the plan to be sanctioned.

- 4) To apply and received and or receipt to give a full discharge of the claim.
- 5) For the purpose of the aforesaid to appoint any pleader, Vakil,

  Solicitor or Advocate and to sign all vakalatnamas or Warrants

  of Attorneys or other authority to lawyers and to counsel and
  revoke the same.
- 6) To appear before the Rajpur Sonarpur Municipality (R.S.M.) and/or competent Authority under the West Bengal Apartment onwership Act, 1993 or its officers and employees in connection with sanction of plans and approval and belonging to use and to submit all such papers and documents and to sign the same.
- 7) To fiel appeals against decisions of any of the officers and employees of the R.S.M. as may be deemed fit by my said Attorney.

- 8) To appear before the Commissioners, Deputy Commissioners, Councillor, Assessor Collector, Valuer, Municipal Architect, Executive Engineers and other officers of R.S.M. and to prove before them every matter in connection with the said land/property and to engage Engineers, Architects and other persons to appear before them for any purpose.
- 9) For the construction of building to enter into contracts with Engineers, Architects, contractors and others in terms of the said Development Agreement.
- 10) To attend to and follow up all applications and matter connected with the construction of the said proposed building upon the said property/premises.
- 11) To start and look after the construction of the building and to do all sorts of acts, deeds and things relating to such construction.
- 12) To conduct all litigations by or against me relating to the said land and to sue on my behalf and to settle any dispute. litigations and/or suits and/or any other case and proceedings relating to my said land/property.
- (3) To engage Advocates and sign Vakalatnamas for conducting

all litigations, cases and proceedings in any court offices, tribunal public body and acquisition office, C.I.T., R.S.M., K.M.D.A., P.W.D., Zilaparishad, BLRO, W.B. Police, and any other authorities and to compromise or compound the same and to pay, withdraw and received any amount in respect of the said land from all such aforesaid concerns.

- 14) To enter into agreement for sale of the flats and/or proportionate ownership of land on my behalf with all prospective buyers of flats and/or flat spaces and/or proportionate ownership of land and to admit such execution and to receive money as advance from buyers in respect of such flats, spaces in terms of the said Development Agreement and to receive moneys, further moneys as advance and to grant receipt and to do all sorts of acts, deeds or things relating to such agreement.
  - 15) To issue no objection certificate/s for getting Housing Loan/
    construction Finance from H.D.F.C., L.I.C.G.I.C., ICICI Home
    Trust or any Bank or from any other Financial Institution or
    from any company/Employer to purchase the flat by any
    intending purchaser(s).

- the intending purchase or purchasers of the flat, spaces garages with the said undivided proportionate share of the land theron or under construction thereof from their respective offices and/or from Bank or any other suitable financial institution. However the purchaser shall never claim partition of the said undevided share of the land and the same is always impartiable.
  - 17) To apply to West Bengal State Electricity Board for Electricity supply to the property, to apply to Rajpur Sonarpur Municipality for sewerage, drainage, water to apply to B.S.N.L. for Telephone connection and other connection and for that purpose to make and sign necessary papers and applications in my name, and/or on my behalf.
  - 18) To execute and register all deeds of sale and/or transfer in favour of any buyer for proportionate share of land including flat and to present the same for registration before the register and to admit execution and receive payments from the buyers and to do all acts, deeds and things relating to such sale and/or transfer in terms of the said Development Agreement.

19) AND GENERALLY to do all such other acts, deeds and things as shall or may be necessary and/or incidental from time to time for and in connection with the said matters of sanction of plans and construction of the building upon the said land/property and I do hereby undertake to retify and confirm and also hereby agree to confirm and ratify all such acts, deeds and things that shall be done by the said Authority by virtue of these irrevocable powers and authorities hereby granted as my act, deeds and things as if done byme personally for the completion of the construction of the proposed building upon the said land/property and all the said flats, spaces, garages comprised therein and disposed of in the manner aforesaid that my said Attoney shall think fit and proper.

## THE SCHEDULE ABOVE REFERRED TO

A) Plot of Land measuring 5 decimal be the same a little more or less including the structures standing thereon comprised in Dag No. 1511, under old Khatian No. 34, New Khatian No. 1505, of Mouza Kumrakhali, J. L. No. 48, Touzi No. 255, Parganas Medanmollah, R.S. No. 131, P.S. Sonarpur, District 24 Parganas (South).

B) Plot of land measuring .23 decimal be it a little more or less comprising Dag No. 1509, Khatian No. 61, Mouza - Kumrakhali, J. L. No. 48, R.S. No. 101, Touzi No. 255, P.S. Sonarpur, ADSR - Sonarpur, District South 24 Parganas.

Total area .28 (Twenty eight) decimal, Holding No. 171, Ward No. 25, Mouza Kumrakhali, under the jurisdiction of Rajpur Sonarpur Municipality.

## BUTTED AND BOUNDED BY

On the South: Building of Shri J.C. Goswami R.S. Dag No. 1507.

On the North: R.S. Dag No. 1512.

On the East : R.S. Dag No. 1502.

On the West : Garia-Baruipur Road.

IN WITNESSES WHEREOF the executent subscribed her signature on this the ... 28 h.... day of . Two Thousand and three.

Signed Sealed and Delivered in presence of the witnesses

## WITNESSES:

1. Svi Netai Chondra Bhar. Wara 25, kumtrakhali. Kamalyazi, Sonarture. P.S. Sanarpure

2. Shri Swarup Swikar

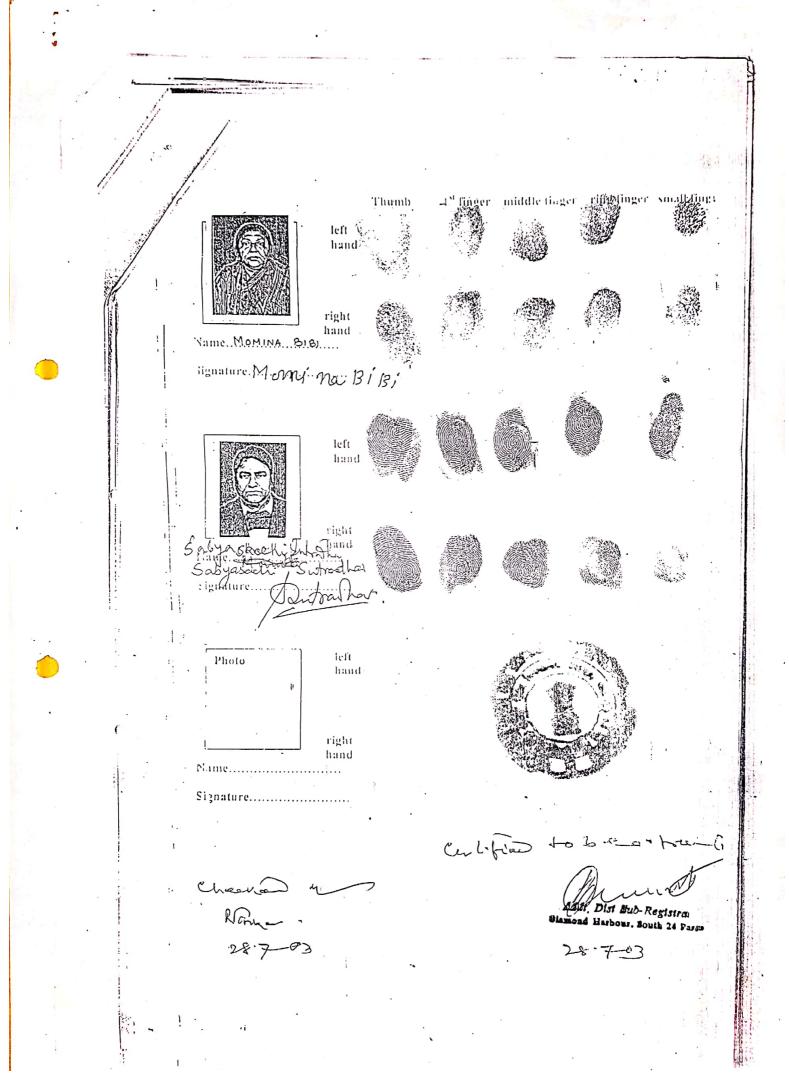
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Drafted by me : Hich. Chowdfury.

Advocate,

Alipore Judges Court, Kolkata - 700 027.

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