



STAMP AFFIXED BY

22.5.18

STAMP
OF THE CONSULATE



GENERAL POWER OF ATTORNEY

TO WHOM AND KNOW ALL BY THESE PRESENTS shall come I, **SRI GOUR CHANDRA ROY**, son of Late Gopal Chandra Roy, by faith-Christian, by occupation- Service, by nationality- Indian, residing at 12, Bhupen Roy Road, (mailing address- 9/2, Bhupen Roy Road, Police Station- Behala, Kolkata- 700034, District 24-Parganas (South), presently residing at Emirate Transformer and Switch Gear Ltd., Road, F8, Rak Free Zone, RAK, U.A.E., hereinafter called and referred to as the **PRINCIPAL**

SEND GREETINGS

WHEREAS by virtue of a registered Deed of Indenture, dated 14th March, 1996 Bengali year 30th Falgun 1402, one Sri Gopal Chandra Roy, son of late Hrishikesh Roy and Smt. Bani Roy, wife of Late Gopal Chandra Roy purchased ALL THAT piece and parcel of land measuring an area 2 (two) Cottahs 12 (twelve) Chittaks more or less, of bastu land, together with structure standing thereon, situated and lying at Mouza- Chandipur now Behala, J.L. No. 2, Touzi No. 346, appertaining to R.S. Khatian No. 715, C.S. Dag No. 7232 and R.S. Dag No. 9972, within the Kolkata Municipal Corporation (S. S. Unit) being

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Sourchanda Roy

Premises No. 12, Bhupen Roy Road, (mailing address- 9/2, Bhupen Roy Road, under Police Station- Behala, within the limits of the Kolkata Municipal Corporation, under Ward No. 120, previously known as Holding No. 12, (Assessee No. 411200200127), in the District of South 24-Parganas, by virtue of a registered Deed of Indenture, dated 14th March, 1996 registered at District Sub-Registrar Office Behala, South 24-Parganas, recorded in Book No. I, Volume No. 16, Pages 281 to 288, Being No. 891 for the year 1997;

AND WHEREAS thus the present landlord said Gopal Chandra Roy and Bani Roy, hold and possess in equal share of the total land measuring an area of 2 (two) Cottahs 12 (twelve) Chittaks more or less being Premises No. 12, Bhupen Roy Road, (mailing address- 9/2, Bhupen Roy Road, Police Station- Behala, Kolkata- 700034, morefully and particularly described in the Schedule hereunder free from all encumbrances;

AND WHEREAS on 17.06.2005 said Gopal Chandra Roy one of the co-owner of the Schedule property morefully described hereunder in the Schedule died intestate leaving behind his only widow Smt. Bani Roy and two sons namely Nilmoni Roy and Gour Chandra Roy and only

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daughter namely Rinku Roy who inherited the aforesaid property as per Hindu Succession Act, 1956 and in possession and enjoyment of the right, title, interest in 1/6th share each of the share of property left by Gopal Chandra Roy, since deceased, along with 1/2 share of the aforesaid property owned by Smt. Bani Roy as Co-owner;

AND WHEREAS after the death of Gopal Chandra Roy, the Executants herein while in possession and enjoyment of the said aforesaid property the present owners along with their mother Bani Roy, since deceased, mutated their name in the record of Kolkata Municipal Corporation being Premises No. 12, Bhupen Roy Road, under Ward No. 120, mailing address 9/2, Bhupen Roy Road, Police Station- Behala, Kolkata- 700008 and recorded as Assessee No. 411200200127 and have been paying the rates and taxes to Kolkata Municipal Corporation in respect of the aforesaid property free from all encumbrances;

AND WHEREAS during her lifetime the Bani Roy, since deceased, along with their co-owners namely- Sri Nilmoni Roy and Miss. Rinku Roy and Gourchandra Roy, entered into a Joint Venture Agreement, with M/s. Sanyal Construction Pvt. Ltd., having its registered at

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Gourchandra Roy

31/N/1, Siddhinath Chatterjee Road, Behala, Kolkata- 700034 on 01.08.2014 registered at the office of A.D.S.R. Behala, Kolkata, recorded in the Book No. I, CD Volume No. 22, Pages from 827 to 863, Being No. 06714 for the year 2014;

AND WHEREAS the said Bani Roy, since deceased, and her son Sri Nilmoni Roy and Miss. Rinku Roy executed registered Power of Attorney, in favour M/s. Sanyal Construction Pvt. Ltd., Company having it's registered office at 31/N/1, Siddhinath Chatterjee Road, Police Station- Behala, Kolkata represented by its director Mr. Shilab Sanayal, son of Late Surojit Kumar Sanyal, registered in the Office of Additional District Sub-Registrar, Behala, recorded in Book No. I, CD Volume No. 22, Pages from 864 to 880, Being No. 06716 for the year 2014;

AND WHEREAS subsequently thereafter the said Bani Roy wife of Late Gopal Chandra Roy, one of the co-owners of the aforesaid landed property, more fully described in the Schedule hereunder written, died intestate on 13.05.2016 leaving behind her two sons namely- Gour Chandra Roy and Sri Nilmoni Roy and only daughter Miss. Rinku Roy who have inherited the aforesaid property in equal share having 1/3rd

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Gour Chandra Roy

share each left by their parents namely- Gopal Chandra Roy and Bani Roy, since deceased;

AND WHEREAS one of the co-owners namely- Gour Chandra Roy, executed a Power of Attorney on 2nd May, 2014 which was duly attested on by Consulate General of India, Dubai, vide their Sl. No. 1, dated 1st May, 2014 and since the said Bani Roy the mother of the Principal herein died the share of the aforesaid property has been changed and devolved upon the present landowners in undivided 1/3rd share each of the entire schedule property, more fully described herein and for which the earlier Power of Attorney, dated 01.05.2014 executed by Gour Chandra Roy has become inoperative as per provision of law as such for the smooth functioning and operation of the project by the Developer as per Development Agreement, dated 01.08.2014 it is necessary to execute a further General Power of Attorney in favour of the Mr. Avijit Bhattacharjee ex-Attorney;

AND WHEREAS I the PRINCIPAL is the absolute owner having 1/3rd share of the aforesaid property left by my father and mother i.e. 660 Sq. Ft. i.e. 14.66 Cottahs out of total 1980 Sq. Ft. equivalent to 2 (two)

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Avijit Bhattacharjee

Cottahs 12 (twelve) Chittaks 0 (zero) Square Feet morefully described
in the *Schedule* hereunder;

AND WHEREAS at present due to demise of the present Principal's
mother namely- Bani Roy the Developer has been facing difficulties in
functioning of the development work at the aforesaid landed property
and day to day work on behalf of the Principal approached him to
execute a General Power of Attorney, in favour of the representative of
the Developer namely- **SRI AVIJIT BHATTACHERJEE**, (PAN-
CRKPB0850L), son of Jagadish Bhattacharjee, by faith- Hindu, by
occupation- Business, by nationality- Indian, residing at 48, Raj
Kumar Karmakar Road, Behala, Police Station- Behala, Kolkata-
700034;

AND WHEREAS as I am staying abroad and away from my home town
and not in a position to look after, manage, control, supervise and
properly administer my aforesaid property directly by us and it has
become expedient and necessary to appoint an ATTORNEY who will
look after, manage, control supervise and administer my aforesaid
property on my behalf;

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Sundharadev

AND WHEREAS for reasons as stated above and also due to our personal difficulties and I am not in a position as before to look after, manage, control, supervise and properly administer my aforesaid property directly by me for the purpose development and it has become expedient and necessary to appoint an **ATTORNEY** who will look after, manage, control supervise and administer my aforesaid property on my behalf;

AND WHEREAS in this context, I the PRINCIPAL **SRI GOUR CHANDRA ROY**, son of Late Gopal Chandra Roy, by faith- Christian, by occupation- Service, by nationality- Indian, residing at 12, Bhupen Roy Road, (mailing address- 9/2, Bhupen Roy Road, Police Station- Behala, Kolkata- 700034, District 24-Parganas (South), presently residing at Emirate Transformer and Switch Gear Ltd., Road, F8, Rak Free Zone, RAK, U.A.E., herein do hereby appoint, nominate empower and constitute **SRI AVIJIT BHATTACHERJEE**, (PAN- CRKPB0850L), son of Jagadish Bhattacharjee, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 48, Raj Kumar Karmakar Road, Behala, Police Station- Behala, Kolkata- 700034, as my true and lawful **ATTORNEY** for me on my name and on my behalf to do the following

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Gourchandra Roy

Kolkata Municipal Corporation without any variation or unauthorized construction upon the scheduled property.

- 5) To apply for and obtain in my name and my behalf temporary connection of water, electricity as also to apply for and obtain in my name on my behalf of permanent drainage, sewerage, water electricity connection to the said premises and property and to collect completion certificate and other certificates from the Kolkata Municipal Corporation and to sign and execute all plans, forms papers documents in connection therewith for and on my behalf as an authorized agent on my behalf.
- 6) To prepare, submit also sign building plans on my behalf for residential purpose and such sanctioned plan thereof from the K.M.C. for the purpose of construction of a multistoried building upon the Schedule property.
- 7) To sign and/or submit the plan or any revision plan or plans on my behalf for the Schedule Property described hereunder.
- 8) To appear for and represent us before any competent authority, Tribunal Authority, Arbitrator or Revenue, Administrative, Civil

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Criminal Jurisdiction relating to any matters, concerning the said property as mentioned and written in the Schedule below on my behalf.

9) To institute any case or defend any suit, proceedings, appeal, revision, injunction proceeding enquiry, claims etc. relating to the said property and to adduce evidence by swearing affidavit on my behalf.

10) To appoint and/or engage any legal practitioner, solicitor, Auditor, valuer, Assessor, Arbitrator and/or any legal practitioner or any Advocate or other person or persons and to sign, execute and deliver all vakalatnamas, Ekrarnamas, show cause, petitions etc. for the aforesaid purpose on my behalf.

11) To sign, execute or delivery all complaints, written statements, objections, Affidavits, memorandum of appeals, applications revisions injunctions, petitions and all other appeals and papers, documents and exhibits for the aforesaid property.

12) To visit and represent us before all the West Bengal Govt. offices and/or Central Govt. Offices concerned and all other

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Signature

offices concerned for smooth management of our said property as stated and written in the Schedule hereunder written on my behalf.

13) To sign and execute Deed of Amalgamation and all other deeds, instruments, assurances, which will be necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the Developer's Allocation as per Agreement, dated 01.08.2014 of the said premises on my behalf.

14) To appear and present any Deed of Conveyance or Conveyances or other documents and Amalgamation Deed, Deed of Declaration and Rectification before the Registration office or authority for registration by my said Attorney and to admit, execution and registration thereof before the registering authority or authorities concerned like such Registrar of District Registrar and/or Assurances, at Kolkata or any other jurisdictional registering office or offices concerned in respect of the Developer's Allocated property as per Agreement, dated 01.08.2014 on my behalf.

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15) To raise funds by mortgages loan or hypothecation of the property with any Nationalized Bank or financial organization for the purpose of the said premises by deposit of title deed or any other methods. In all such case the attorney will be solely responsible for repayment of such dues and in no case they can bind the owners.

16) To make any kind of Agreement or Agreements with any purchaser or purchasers in respect of the schedule below property only out of the Developer's Allocation on our behalf and to register the Deed of Conveyance/s on our behalf in favour of the intending purchaser or purchasers name or names and to receive all consideration money on account of Developer's Allocation only.

17) To compromise, cancel, compound or withdrawn any such Agreement for Sale in respect of Developer's Allocation as per Agreement, dated 01.08.2014 or be non suited refer to Arbitration all disputes and differences.

18) **THAT** this Power of Attorney does not create, constitute or assume any kind of transfer, enjoyment or making profit in

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Signature

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of 1/3rd undivided share being 660 Square Feet more or less equivalent to 14.66 Chittaks, out of the total land measuring an area 2 (two) Cottahs 12 (twelve) Chittaks more or less, of bastu land, together with structure standing thereon, situated and lying at Mouza- Chandipur now Behala, J.L. No. 2, Touzi No. 346, appertaining to R.S. Khatian No. 715, C.S. Dag No. 7232 and R.S. Dag No. 9972, within the Kolkata Municipal Corporation (S. S. Unit) being Premises No. 12, Bhupen Roy Road, mailing address- 9/2, Bhupen Roy Road, under Police Station- Behala, Kolkata- 700034, within the limits of the Kolkata Municipal Corporation, under Ward No. 120, previously known as Holding No. 12, in the District of South 24-Parganas, together with all right, title and interest and right of easement thereto and the said property is butted and bounded in the manner as follows :-

On the NORTH : Land & House of Sri Arup Ratan Saha;

On the SOUTH : Land & House of Sunil Kumar Bhattacharjee
6' common passage with 2' drain with 12' KMC Road;

On the EAST : Land and House of Mukherjee's;

On the WEST : Land of Dag No. 9952;

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IN WITNESSES WHEREOF the **PRINCIPAL** and **ATTORNEY** have set and subscribed their respective signatures, hands and seals on the 10th day of May, 2018 (Two Thousand Eighteen) A.D.

SIGNED, SEALED AND DELIVERED
By the **PRINCIPAL** and **ATTORNEY**
In presence of:

WITNESSES:

1)



Gour Chandra Roy

Signature of the **PRINCIPAL**

2)

Signed in my presence. He / She has been identified by his / her passport no K5731570 issued at DUBAI on 18-03-2012. While the photographs and Signatures are attested, no responsibility is accepted by this office for the contents of this document.

Gour Chandra Roy
GOUR CHANDRA ROY

Drafted by me :

[Signature]

Arjit Bhatnagar

Asim Mukhopadhyay
(Asim Mukhopadhyay)
Advocate

HARJEET SINGH
Vice Consul
Consulate General of India
Dubai (U.A.E.)

Signature of the **ATTORNEY**

Alipore Judges' Court,
Kolkata- 700027
Asim Mukhopadhyay
ADVOCATE

10 MAY 2018

Regn. No. WB/180/2004

Computer Print by me :

Abhishek Chowdhary

(ABHISHEK CHOWDHARY)
Alipore Judges' Court, Koj- 27