

M/s Nilachal Construction & Supplier

Malay Sar Partner

M/s Nilachal Construction & Supplier

Partner

14878

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राज्य असम ASSAM

05AA 745285

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT that, We, (1) **SMT. SWARNA SARMA**, aged about 68 years, wife of Late Sudhir Prasad Sarma, (2) **SHRI JIMUT PRASAD SARMA**, aged about 43 years, son of Late Sudhir Prasad Sarma, (3) **SMT. CHANDRAMA SARMA**, aged about 40 years, wife of Shri Jimut Prasad Sarma, all are residents of M.L. Nehru Road, House No.48, Ward No.31, Panbazar Guwahati-1, in the District of Kamrup(M), Assam, (4) **SMT. RUMI SARMA**, aged about 47 years, wife of Shri Siba Prasad Baruah, resident of R.G. Baruah Road, Near Guwahati Commerce College, House No.35, Guwahati - 21, in the District of Kamrup(M), Assam, and (5) **SMT. RUMA SARMA**, aged about 40 years, wife of Shri Chinmoy Baruah, resident of Jayanta Nagar, P.O.-Noonmati, Guwahati-20, in the District of Kamrup(M), Assam, are the owners of land described in the schedule -D (schedule-A land belongs to Executant No.1, 3, 4 & 5. Schedule -B land belongs to Executant No.1 and Schedule-C land belongs to Executant No.1, 2, 4 and 5 comprising a single plot) and hereby appoint, nominate and constitute **M/s. NILACHAL CONSTRUCTION & SUPPLIER**, a Partnership Firm having its registered office at Maligaon, Gate No.1, Near Railway H.S. School, Maligaon, represented by its Partners of the firm - (1) **SHRI MALAY SARMA**, son of Shri Joydev Sarma, and (2) **SHRI KUMUD SARMA**, son of Shri Bhuban Ch. Sarma, both are residents of Kamakhya Dham, P.O.-Kamakhya, P.S.-Jalukbari, Guwahati-781010, Assam, as our lawful attorney to do inter-alia the following acts:

To prepare plan or plans and to submit and to obtain permission for construction

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in the schedule of land belongs to Executant No.1, 3, 4 & 5, Schedule -B land belongs to Executant No.1 and Schedule-C land belongs to Executant No.1, 2, 4 and 5 comprising a single plot, do hereby appoint, nominate and constitute **M/s. NILACHAL CONSTRUCTION & SUPPLIER**, a Partnership Firm having its registered office at Maligaon, Gate No.1, Near Railway H.S. School, Maligaon, represented by its Partners of the firm - (1) **SHRI MALAY SARMA**, son of Shri Joydev Sarma, and (2) **SHRI KUMUD SARMA**, son of Shri Bhuvan Ch. Sarma, both are residents of Kamakhya Dham, P.O.-Kamakhya, P.S.-Jalukbari, Guwahati-781010, Assam, as our lawful attorney to do inter-alia the following deeds and things:

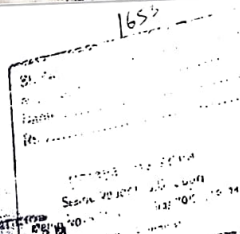
To prepare plan or plans and to submit and to obtain permission for construction.

M/s Nilachal Construction & Supplier

Kamrup (Metro)

Regd No. KAM.

Partner



Presented for registration
on 22nd day of Nov-24
at Sub-Registrar's Office
(Kamrup (Metro) Guwahati)

Swarna Sarma
16-11-24

Identified by *Himangshu Sarma*
Son of ...
Village ...
P. S. ...
Profession ...
27/11/24
Sub-Registrar
Kamrup (Metro) Guwahati

Swarna Sarma
Jimut B. Sarma
Chandana Sarma
Rumi Sarma
Ruma Sarma

5628 *Swarna Sarma*
5629 *P. Prasad Sarma*
Chandana Sarma
Rumi Sarma
Ruma Sarma
5632
5633 *Malay Sarma*
5674 *Kumud Sarma*

Attested

Identified by
Himangshu Sarma



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Malay Sarma
Partner

Partner



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said plot of land in the name of their aforesaid firm or in our names from the GMC/GMDA and/or from other competent authority as may be required and for that purpose to sign such application, papers, writings, undertakings, swear affidavit, or any other acts as may be required for obtaining the building permission in the name of the aforesaid firm or in our names.

- To enter upon the said property with us and material as may be required for the purpose of development and construction work and raise construction thereon as per the plan to be sanctioned and to remove the debris and other materials and dispose off the same in the manner the attorney may think fit.
- To appoint Architects, contractors, sub-contractor and Surveyors as may be required for construction of the proposed building on the site according to the modern test and design and architecture and to supervise the development and construction work of the proposed buildings.
- To apply for modification of the building plans from time to time as may be required in relation to the construction of the said proposed buildings on the said land.
- To approach the concerned authorities for the purpose of obtaining the permissions and other service connection including water and electricity in the said proposed buildings and obtain the water and electric connection in the name of the aforesaid firm.

M/s Nilachal Construction & Supplier

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Malya S

Partner

[Signature]

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Swarna Sharma
Shardana Sharma
Shradha Sharma
Rune Sharma



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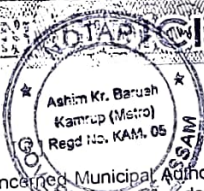
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- To make deposits with concerned Municipal Authorities and other Authorities for the purpose of carrying out the development work and construction of the new building on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge in our names in connection therewith.
- To enter into agreement for sale of the units/roof, flat, etc. or any part thereof of the proposed building together with undivided interest in land except landowners allocation as mentioned in the registered Deed of Agreement with such person or persons and on such terms and conditions and at such price which our said attorney, in their absolute description, thinks proper and/or to cancel and/or repudiate the same.
- To sell and/or otherwise transfer or any of the flats; roofs, space or parking space in the proposed building and within the area of the said land except land owners allocation as mentioned in the registered Deed of agreement in favour of any person or persons on any terms and conditions and for such consideration as the attorney may think fit and proper and to do all things necessary in relation thereof.
- To transfer, grant, convey and assign by way of absolute sale, gift, mortgage or lease or exchange or other assignments of the schedule property in compliance of and conformity of the law of the

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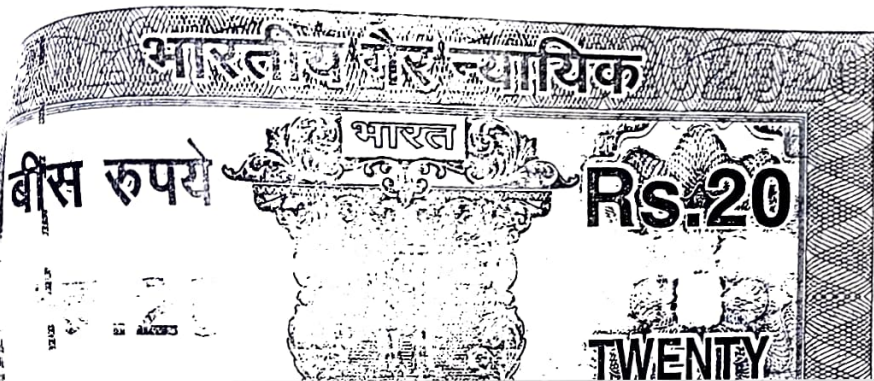
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Sushma Sonora
Anandana Sonora
Ravi Lema Lema Lema



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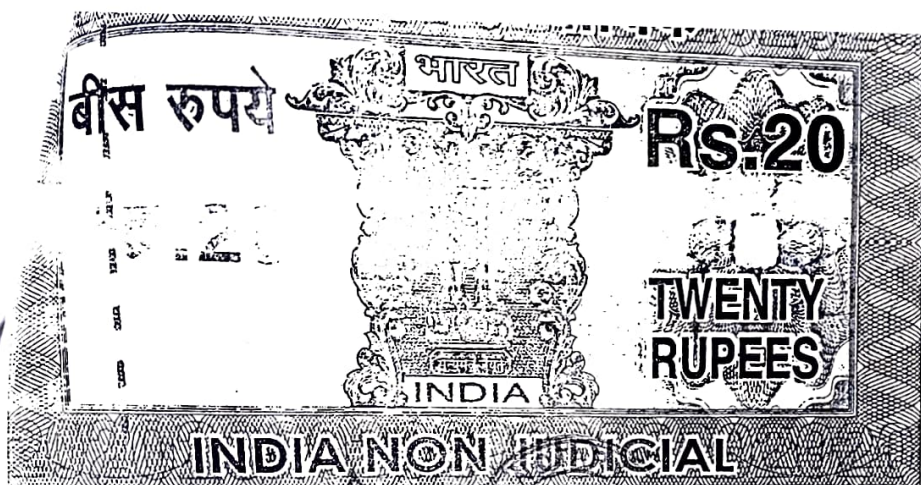
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10. To negotiate on terms to sell the flats/apartments except our share to be constructed as fully mentioned and described in the schedule-D hereto to an purchaser or purchasers or any person or persons at such price which our said attorney in our absolute discretion thinks proper and execute the final Sale Deed, in favour of the prospective purchasers on our behalf.
1. To execute and sign and register agreement and Sale Deed, for sale on ownership basis of such flats, roofs garages, spaces etc. of the said proposed building in the name of any purchaser or purchasers.
2. To receive from the intending purchaser or purchasers in full or any earnest money and/or advance or advances and also the balance of purchasers' money in the name of the aforesaid firm and to give good, valid receipt thereof and we shall have no claim or lien over such claim.
3. Upon such receipt as aforesaid to sign, execute and deliver any conveyance or conveyances of the said property in favour of the purchaser or his nominee or assigns and give the possession thereof.
14. To sign and execute all other deeds, instruments and assurances which they shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully, and effectually conveying the said properties in favour of the purchaser or purchasers.

Malay Sam Partner

Mis Nilachal Construction & Supplier
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Siddhanta Sootma Joint Head Office
Chidana Sana Building Dura Sana



conveyance or conveyances of the said property to the purchaser or his nominee or assigns and give the possession thereof.

To sign and execute all other deeds, instruments and assurances which they shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully, and effectually conveying the said properties in favour of the purchaser or purchasers.

Malay Sam

Partner

Page 4 of 12



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15. To present any such conveyance or conveyances for registration, to admit execution and receive consideration before the Sub-Registrar having authorities 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 to the purchaser or purchasers as fully and effectually in all respect as we could do the same ourselves.

16. To ask for, receive and recover from the purchaser of flats/units etc. on ownership basis and other occupiers whatsoever all rents, charges, profits, emoluments, service charges and other charges and sums of money due, owing and payable or at any time hereafter to become due, owing and payable in respect of the said property, building, flats, spaces in a manner whatsoever and also on payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof as the attorney may think fit.

17. To accept any service of Writ or summons or other legal process for us and/or in our names and for and on our behalf in respect of the scheduled plot of land and to commence any action or legal proceedings in any Court or before any authority and to prosecute, discontinue or become non-suited and to settle compromise or refer any dispute to arbitration as the said attorney may think fit and proper and for such purposes to appoint any Solicitor, Advocates and pay the costs, expenses, fees and other outgoings and to depose in Court on our behalf and to swear affidavit to depose and to sign on the plaint, written statement and other

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Nilachal Construction & Supplier

Malay Sam

Partner

Nilachal Construction & Supplier

Partner

Attest: Prasad Kumar
Swastika Sarma
Ratna Kumar





Advocates and Partners
and to depose in Court on our behalf and to swear
depose and to sign on the plaint, written statement and other
Page 5 of 12



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Affirmed
23/11/24

Ashim Kr. Baruah
Kamrup (Metro)
Regd No. KAM. 05

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applications as may required for defending any case relating to the
said Land as described in the schedule of the said Land.

18. To work, manage, control and supervise the management of the scheduled plot of land and to develop the same in terms of the aforesaid agreement.
19. To make, sign and verify all applications or objections to an appropriate authorities for all and any license, permission or consent etc. required by law in connection with the management and development of said scheduled land.
20. To appoint and dismiss staff and workers and to settle their remuneration and other terms of office and dismiss or suspend them.
21. To erect the building as per its approved plan from GMC and GMDA and convenience and in accordance with approved plan.
22. To transfer undivided interest/proportionate share in schedule land in favour of the purchaser or purchasers together, with any apartment, floor space area, etc., of the proposed building.
23. To utilize schedule land for raising construction and for making space for car parking of the flat owners and other occupiers of the building on receiving the consideration amount as per the agreement with the flat owners.

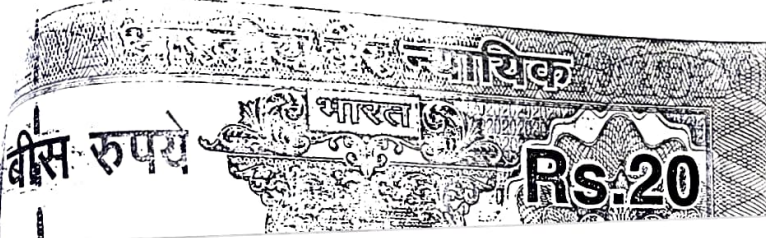
M/s Nilachal Construction & Supplier M/s Nilachal Construction & Supplier

Malay Sarma
Partner

Partner

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Swartha Barua
Chandana Barua
Smit Choudhary
Luvika Luma Barua





24. To sign, declare and/or affirm any plaints, written statements, petitions, consent petitions, affidavits, Vakalatnamas of attorneys, memorandum of appeal or any other documents or paper in any proceeding or in any way connected therewith.

25. To pay and/or demand, recover and receive rents, profits, license fees, maintenance charges, electricity charges, corporation, taxes and all other sums of money payable and/or receivable in respect of the said building and to make all just and reasonable allowance therein in respect of rates, taxes, repairs and other outgoings and to take all necessary steps whether by action distress or otherwise to recover any sum of money in arrears.

26. To pay all taxes, rates, charges expenses, maintenance charges and other outgoings whatsoever payable for or on account of the said land and premises to be constructed thereon or any part thereof and to ensure the same against loss or damages by fire and other risks, as be deemed necessary and/or desirable and to pay all premium for such insurance.

27. To sign and give any notice to any occupier to quit or to repair or to abate any nuisance or to remedy any breach of covenant or for any other purpose whatsoever.

28. To obtain loan for construction of aforesaid multi-storied building over the scheduled plot of land from any bank or Banks or from any financial institution as per their choice by mortgaging the scheduled

M/s Nilachal Construction & Supplier
 Partner: Malay Sam

M/s Nilachal Construction & Supplier
 Partner: K. S. S.

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Swarnik Seema
 Chandra Prasad Sam
 Chandra Prasad Sam
 Chandra Prasad Sam





over the schedule financial institution as per their choice by mortgaging the schedule M/s Nilachal Construction & Supplier M/s Nilachal Construction & Supplier Page 7 of 12

Malay Sam

Partner

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plot of land and for that purpose to sign the papers as may be required by any Bank or Banks or by any financial institution.

29. To apply for and obtain electricity, telephone, gas, water sewerage and/or connections of any utilities with the concerned authorities and/ or to make alteration and close down and have disconnected the same.
30. To apply and obtain clearance certificate from Urban Land Ceiling Department, Assam Pollution Board, Fire Department and any other Department/Departments which may be required for the purpose of development of the land and for construction of the building/buildings over the Scheduled plot of land.
31. To surrender the existing holding Number of our property as well as surrender the existing electricity connection thereon and empowered to obtain new holding number and new electricity connection in its own name.
32. Generally to do and perform all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the powers and authorities hereinbefore contained as fully and effectually as we could in person.
33. To compromise, compound or withdraw cases to be non-suited or to refer any dispute or differences or claim and to arbitration.

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Swarupa Sarma
Chandana Sarma
Smita Phool Sarma
Suman Sarma



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34. And we do hereby declare that the powers and authorities hereby granted and conferred on the attorney are irrevocable and we shall not revoke this Power of Attorney before completion of the project as per terms and conditions of the aforesaid Deed of Agreement and the said attorney shall be revoked by us only with prior written consent of the Second party/Builder.

35. And we do hereby declare that our legal heirs, successors, administrators, assignees, executors will abide by all acts, deeds and things done by the Second Party/Builder by virtue of this instant Irrevocable General Power of Attorney even on our death occurs during the period and/or till to the completion of the construction and our legal heirs, successors, administrator, assignees, executors will execute a Supplementary Power of Attorney if required empowering the Second party /Builder to do acts, deeds and things in respect of the land empowered by us by virtue of this instant of the document.

36. And we do hereby agree to ratify and confirm whatever all other act or acts our said attorney shall execute or perform or cause to be done, executed or performed in connection with the aforesaid project under and virtue of this deed not withstanding no express power in that behalf is hereunder provided.

Malay Sam
PartnerSCHEDULE (A)

(Description of Total Land)

Malay Sam
Partner

Land measuring 1 bigha 3 kathas 6 lechas covered by Dag No.143(Old)/47(new), Patta No.71 (old)/698(New), of Vill.-Paschim Bargaon, under Jalukbari Mouza, being bounded as follows :-

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Suvarna Samra
Chandana Samra
Anil Prasad Samra
Anil Prasad Samra

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power in that behalf is hereunder provided.

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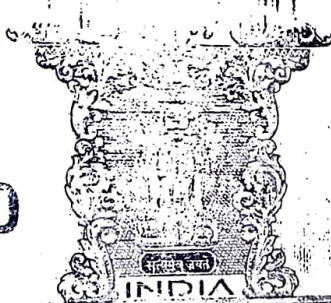
SCHEDULE (A)

(Description of Total Land)

Land measuring 1 bigha 3 kathas 6 lechas covered by Dag No.143(Old)/47(new), Patta No.71 (old)/698(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza, being bounded as follows :-

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23/11/14



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- North - Land of Swarna Sarma & others.
- South - Land of Padma Das, Madhab Das
- East - Land of Swarna Sarma & others.
- West - Land of Jadab Mahanta & Sudhir Prasad Sarma.

SCHEDULE (B)

(Description of Total Land)

Land measuring 2 kathas covered by Dag No.144(Old)/67(new), Patta No.61 (old)/407(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza, being bounded as follows :-

- North - Land of Swarna Sarma & others.
- South - Land of Rajen Bhatta, Madhab Das
- East - Land of Rajen Bhatta & Bye Lane.
- West - Land of Swarna Sarma & others.

SCHEDULE (C)

(Description of Total Land)

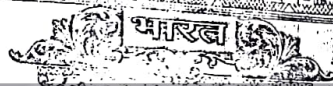
Land measuring 1 bighas 1 katha 19 lechas covered by Dag No.147(Old)/49, 55, 56, 57, 58, 60 (new), Patta No.81(Old)/757(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza, being bounded as follows :-

- North - Land of Sudhir Prasad Sarma.
- South - Land of Padma Das, Madhab Das
- East - Land of Swarna Sarma & others.
- West - Land of Sudhir Prasad Sarma.

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Swarna Sarma
Jadab Mahanta
Rajen Bhatta
Madhab Das
Bye Lane
Sudhir Prasad Sarma

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SCHEDULE (D)

(Description of Land handed over to the second party)

Land measuring 1 bigha 3 kathas 6 lechas covered by Dag No.143(Old)/47(new), Patta No.71 (old)/698(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza.

Land measuring 2 kathas covered by Dag No.144(Old)/67(new), Patta No.61 (old)/407(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza.

Land measuring 1 bighas 1 katha 19 lechas covered by Dag No.147(Old)/49, 55, 56, 57, 58, 60 (new), Patta No.81(old)/757(New), of Vill.-Paschim Boragaon, under Jalukbari Mouza,

Comprising a single plot total measuring 3(three) bighas 2(two) kathas 5 (five) lechas being bounded by -

North -

South -

East - Main

West -

Land of Swarna Sarma & Others.

Land of Padma Ram Das & Madhab Das & Rajen Bhatta Road (Maligaon Gosala Road), and land of Rajen Bhattacharjee.

Land of Jadab Mahanta & Sudhir Prasad Sarma.

Swarna Sarma
Padma Ram Das
Madhab Das
Rajen Bhatta
Jadab Mahanta
Sudhir Prasad Sarma



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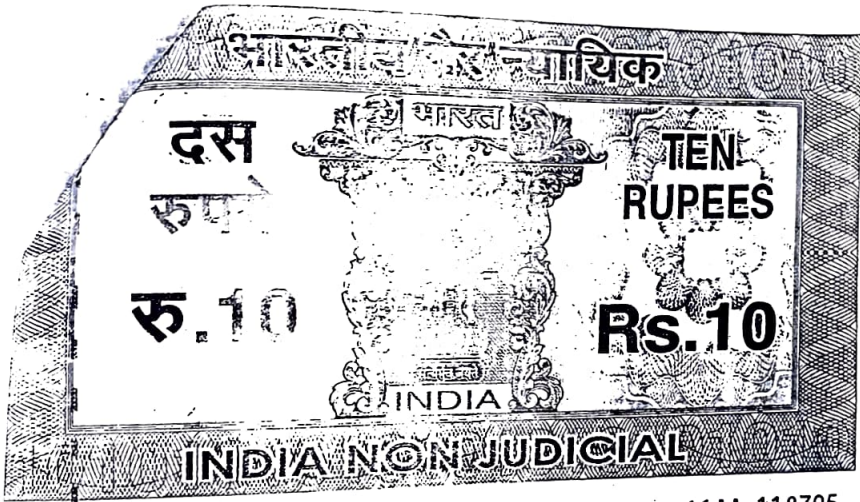
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[12]

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and the year first above-written before the following witnesses.

Attested



- 1) Swarna Sarma
- 2) Anil Prasad Sarma
- 3) Chandana Sarma
- 4) Laxmi Sarma
- 5) Duma Sarma

Executants

- 1) Malay Sarma
- 2) Kamesh Sarma

Attorney Holder

In Presence Of

1. Kamala Devi
S/o Lt. Tagore Das
R/o Paschim Boragan
City - 33
2. Preadip Sarma
S/o Lt. Kagen Sarma
Makigoni (Gollanagar)
City - 33

Construction & Supplier
Malay Sarma
Construction & Supplier
Kamesh Sarma

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PhotoGraph and Finger Impression of Person involved in the Deed

Serial No. : 14578
Book No. and Deed No. : BK-IV/4471/2011
Date of Impression : 23/11/2011
Document Type : POWER OF ATTORNEY(GEN)
Document Sub-Type : Others



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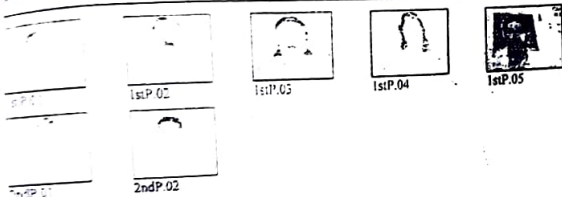
Malay Sam
M/s. [illegible] (100% [illegible])
City - 33

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Page 1 of 1

photoGraph and Finger Impression of Person involved in the Deed

Serial No. : 14878
Book No. and Deed No. : BK-IV/4471/2011
Date of Impression : 23/11/2011
Document Type : POWER OF ATTORNEY(GEN)
Document Sub-Type : Others



Attested



M/s. [illegible] & Supplier

Malay Sam

