

# INDIA NON JUDICIAL Government of Odisha e-Stamp

### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-OD03242724454362U

07-Feb-2022 01:32 PM

SHCIL (FI)/ odshcil01/ BERHAMPUR/ OD-GJM

SUBIN-ODODSHCIL0104383145887057U

SANTOSH KUMAR TRIPATHY

Article IA-48 Power of Attorney Deed

MOUZA-LOCHAPADA

50.31.180

(Fifty Lakh Thirty One Thousand One Hundred And Eighty only)

SANTOSH KUMAR TRIPATHY

MS ISALI CARE ESTATES AND HEALTH PVT LTD

SANTOSH KUMAR TRIPATHY

1.00.630

(One Lakh Six Hundred And Thirty only)



.....Please write or type below this line --

Santoch Kumow Tripothy

Sova Pani Pradlen.

Bernampur-1(Gm.)

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#### Statutory Alert:

- The onus of checking the legitimacy is on the users of the certificate in case of any discrepancy please inform the Competent Authority.

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Santosh Kumar Torpathy

### **GENERAL POWER OF ATTORNEY**

This General power of Attorney executed on this 02<sup>nd</sup> day of February 2022 at Berhampur, Dist-Ganjam, Odisha.

## 1. NAME AND ADDRESS OF THE EXECUTANT.

SRI SANTOSH KUMAR TRIPATHY, aged about 59 years, S/o Late Sarat Chandra Tripathy, Brahmin by caste, Service by profession, resident of Harikrushnapur village, Po & Ps: Seragada, under Seragada Tahasil in the District of Ganjam, Odisha, presently residing at Jochynapuri lane, Paramguru Bhavan, Lochapada Road of Berhampur Town, Po:-Lochapada, Ps: Berhampur Sadar under Kukudakhandi Tahasil in the District of Ganjam, Odisha, Pin No-761001, Aadhaar No-2459 9946 0049, Mob No-9999877808.

Hereinafter called the "LAND OWNER/PRINCIPAL".

Santosh Kumars Tripathy

Isali Care Estates & Health Pvt. Ltd.
Sova Remi Predim.
Managing Director





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2. NAME AND ADDRESS OF THE CLAIMANT. M/S. ISALI CARE ESTATES AND HEALTH PVT. LTD. a Private Limited Company incorporated under the Indian companies Act, Rad. Corporation of 2013 vide certificate NoU45400OR2018PTCO29815 Dt.01.11.2018 issued by the Registrar of Companies, Odisha, Cuttack, office at Bijipur Nilakantha Nagar 1st line, Gosaninuagaon of Berhampur Town, Ganjam District represented by its managing Director SMT. SOVA RANI PRADHAN, aged about 53 years, W/o Suren Kumar Pradhan, Kurum by caste, Business by Profession, residing at Bijipur Nilakantha Nagar 1st line of Berhampur Town, Po & Ps:- Berhampur Town under Berhampur Tahasil in the District of Ganjam, Odisha, 2859, Mob Aadhaar No-2476 2319 No-760001,

No-8917280313, Hereinafter called the "DEVELOPER/ATTORNEY".

## 3. NATURE OF THE DOCUMENT:

General Power of Attorney.

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## 4. DATE OF THE DOCUMENT :

Dt.02.02.2022 (The Second day of February two thousand twenty two).

## 5. BRIEF DESCRIPTION OF THE PROPERTY:

The land measuring Ac.0.154 Decimal pertaining to Khata nos-495/5002, 495/5126 and Plot no.1212/10701, 1213/13292 of Mouza: Lochapada under Berhampur Tahasil in the District of Ganjam.

WHEREAS the property morefully described in the schedule below is the self acquired property of the Principal and he has vide Sale deed no.9204/2009 and vide acquired the same relinquishment deed no.8786/2009 of Book no-1 of S.R.O. Berhampur Town and the revenue record stands in the name of Principal and he is paying revenue taxes to the proper authorities.

WHEREAS the principal is the absolute owner in possession of the property described in the schedule below, which has been in continuous exclusive possession of the principal, without reference to others, having all right, title, interest including the right of alienation.

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Managing Director

WHEREAS the principal intended to construct a Multi Storied residential apartment over the said site and in pursuance of the said intention had entrusted M/S. ISALI CARE ESTATES AND HEALTH PVT. LTD., the builder, to execute the project, as per the terms and conditions stipulated in the Collaboration Agreement for commercial exploitation of land dtd.17.12.2018.

WHEREAS the principal is being busy with his personal work is unable and at times unavailable to take the necessary steps required for execution of the project. Further the principal do not have the expertise to construct multistoried building. So in order to avoid difficulties and delay in execution of the project and in furtherance to the Collaboration Agreement for commercial exploitation of land dtd.17.12.2018. and to enter into agreement to sell the flats to the proposed purchaser(s) and to execute sale deeds in favor of purchaser(s) it is necessary to give the Attorney/Developer a General Power of Attorney for smooth execution of the project and to sell the flats.

NOW THESE PRESENTS witnessed that, I do hereby appoint, nominate and constitute M/S. ISALI CARE ESTATES AND HEALTH PVT. LTD., represented by its Managing Director SMT. SOVA RANI PRADHAN, to be my true and lawful Attorney to do execute and perform all or any of the following acts, deeds, matters and things namely:

- 1. To approach, appear, represent and make correspondence with and pay the necessary fees or dues and to deposit the requisite amounts to or with all concerned authorities including Government Departments, Revenue Authorities, Berhampur Municipality Corporation, Berhampur Development Authority and other concerned authorities in connection with the conversion, development, construction, sale of residential space and Management thereof, on my behalf;
- 2. To construct the apartment over the below mentioned scheduled land as per the licence granted by Berhampur Municipality Corporation, as well as other statutory bodies and also to do the needful for regularization of the structure, if any, as per relevant rules and regulations being promulgated from time to time by the Government, Berhampur Municipality Corporation, and other statutory bodies, on my behalf;

- Santosh Kumar Tripathy

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Managing Director

- 3. That as per the Collaboration agreement dtd. 17.12.2018, the land owner hereby conveys, assigns and absolutely vests upon the Builder/Developer the right of development / construction of the scheduled property and also the right of enter in to agreement to sell, transfer, assign the constructed built up flats in the said building / apartment together with proportionate interest in the land. For this purpose the land owner hereby execute this General Power of Atorney in favour of the Attorney authorizing to do all such things that are necessary for the development of the scheduled land, demolition of the existing structure if any and for construction of the building and obtain advance booking amount for the apartment or flats to be constructed on the scheduled property.
  - 4. That the land owner delivered possession of the site to the attorney / builder and allowed them to undertake the construction work, as agreed upon in the collaboration Agreement for commercial exploration of land dtd: 17.12.2018 between the owner and attorney, wherein the attorney is empowered to sell 60% undivided and unspecified share of the land out of the total land of Ac.0.154 dec. and of the construction area of the multistoried residential apartment including parking space, as per the approved plan by Berhampur Development Authority vide its letter no.44 Dt.19.01.2022, Berhampur, and also to set apart 40% undivided and unspecified share of such construction proportionately on all sides and floors of the building specified as allocation of the land owner.
    - 5. That the said proportion of 40% undivided & unspecified share of land and construction along with parking belonging to land owner and 60% undivided and unspecified share of land and construction along with parking to the share of Developer shall be determined on mutual consent.

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- 6. To enter into agreement/contract to sell or transfer of the various proportionate units and conditions as my attorney in his absolute discretion shall think fit and proper, to enter into tripartite agreement with prospective buyers and Financial Institutions/ Bank the various built up spaces in the constructed area of the said residential complex except 40% undivided and unspecified share of land and construction along with parking of the principal.
- 7. The Attorney / builder is hereby authorized to execute the sale conveyance in favour of the intending flat owner in the proposed complex by exercising the powers conferred under this Power of Attorney. It is further submitted that the Principal / Owner at the advise of the Attorney / Builders, may transfer proportionate impartible, undivided share in the project land as enjoyed in the Orissa Apartnment Ownerhip Act., 1982 and the rules framed thereunder without demanding for any money.
- To receive money from the intending flat owner in connection 8. with the booking/agreement/installment payment to be made to the Builder for sale of the developed saleable area, as per the Collaboration Agreement for commercial exploitation of land dtd.17.12.2018 i.e. from his share of 60%.
- To enter into agreement with the intending flat owner for the 9. construction and sale of the flats as per the Collaboration Agreement for commercial exploitation of land dtd. 17.12.2018 from his share of 60%.
- 10. To negotiate with customers intending to purchase the said residential space (which includes the undivided impartiable interest in land) and sell the same to the intending purchaser or purchasers as the case may be and to execute the necessary sale deed or deeds on my behalf in favour of the said purchaser or purchasers, as the case may be and to receive on my behalf the consideration money in respect of such sale deed or deeds as well as to handover possession of the said residential space to the intending purchaser.
- 11. To present the said sale deed or deeds before the concerned Registering Officer for registration and to do all other acts and deeds that are required under the Law of Registration and The Orissa Apartment Ownerhip Act - 1982, as amended, RERA Act 2016 and rules 2017 and laws as in force from time to time in favour of the purchaser or purchasers as fully and effectually as I could do the same for myself.

Santosh Kumar Tripatty X Isali Care Estates & Health Pvt. Ltd.
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Managing Director

- 12. To execute any deed of rectification deed or confirmation deed, citation, if required for any change or amendment to any documents executed by virtue of this deed related to the schedule property or description of the land/flat.
- 13. To execute necessary documents as and when required on my behalf for registration of the project under RERA Act and to discharge all legal allegations as stipulated in the said Act and to operate the bank account relating to the project, as stipulated under RERA Act, 2016.
- 14. To appear in all the Courts both Civil and Criminal and in all offices of Government or authorities in case any dispute arises in respect of the said property on my behalf and to do all the needful for my beneficial interest to protect the property.
- 15. In the event of any dispute and if there will be any necessity in proceeding before to the court of law, the attorney will prosecute the same and continue proceeding before the law courts by engaging Advocates, by signing *Vakalatnama* and she can sign plaint, written statement, petitions, counters etc., and if necessary will file suits, appeals, revisions on my behalf and shall enter into compromise or withdraw cases with the third parties to protect my interest.
- 16. To receive from any person, Officer, Authority, Tribunal or Court any document, money or other things and give release and receipt thereof on my behalf.
- 17. To create and entitled to create by way of mortgage or otherwise to bank and financial institution for security loan if any to be taken by the proposed purchaser, without my personal liability. For this purpose, my agent is authorized to execute, present, admit the same before any bank or financial institutions.
- 18. The owner having reposed faith and confidence on the Authority / Builder have hereby permitted, authorized assigned with the power and authority on the Attorney / Builder to obtain a loan from any Bank or other financial institutions for construction of the building by mortgaging its 60% of undivided, unspecified share of land and any construction thereon.

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19. Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.

- 20. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
- 21. For performing and carrying out the purposes of these presents, I hereby grant unto the said Attorney full and absolute authority and power on such terms and conditions as the Attorney shall think fit and proper.
- 22. I hereby agree to rectify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents and I hereby declare that I shall not do anything inconsistent with the Power of Attorney.
- 23. The owner hereby agree to ratify and confirm all acts, the Attorney / Builder shall lawfully do and to execute and perform or cause to be executed and performed all such acts or deeds in connection with transfer of proportionate impartible share in the land / units in the said proposed building / apartment by virtue of this General Power of Attorney and I hereby declare that I shall not do anything inconsistent with this power of attorney.
- 24. We hereby declare that the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per the Collaboration Agreement for commercial exploitation of land dtd. 17.12.2018, agreement for sale and sale deeds are executed in accordance with the statutory provisions, rules and regulations and that the transfer and/or conveyance of the land, buildings, flats are conveyed to the purchasers and association of the Apartment Owners is registered and starts functioning and all legal formalities are complied as stipulated under RERA act and rules.

Your above acts will be accepted by all by the courts as well as public authority as if done by me.

The Courts at Berhampur only shall have Jurisdiction to entertain and decide the disputes and differences between the parties.

\_ Santosh Kumar Trip Thy
Sova Peri Preullen.
Managing Director

AND to do all other acts and things as may be required to be done, as I would do if personally present.

I have executed this Power of Attorney on my own consent after understanding the contents of the same.

## **SCHEDULE OF THE PROPERTY:**

Ganjam District, Kukudakhandi Tahasil within the Jurisdiction of Sub-Registrar office, Berhampur-I under Berhampur Sadara Police Station and 174 no. Lochapada Mouza bearing Khata no.495/5002 (Four hundred ninety five by five thousand two),

Plot No- 1212/10701 (One thousand two hundred twelve by ten thousand seven hundred one) Gharabari Ac.0.106 Dec.

Khata no.495/5126 (Four hundred ninety five by five thousand one hundred twenty six),

Plot No- 1213/13292 (One thousand two hundred thirteen by thirteen thousand two hundred ninety two) Gharabari Ac.0.048 Dec.

Total Ac0.154 Dec. land and is bounded by:-

**EAST** 

:-House of Bhajaram Patro.

WEST

:-Road.

SOUTH

:-Road.

NORTH

:-House of Kali Charan Mahapatro & G. Ram Patro.

IN WITNESS WHEREOF I THE PRINCIPAL hereby executes this deed of General Power of Attorney out of my own free will after understanding the contents thereof on this 02<sup>nd</sup> day of February 2022.

Santush Kumas Tripathy

Signature of the Principal.

ali Care Estates & Health Pvt. Ltd. Sove Pari Presellan Managing 027/02/22

> Signature of the Attorney Holder

Name and address of the witnesses:

1. Alisha Prodhan

2. Alisha Prodhan

Dio-Sunen Kuman Prodhan

Nilakanthanagan - 1st Lane,
Gosaninuagaon, Brahmapun

Pin-760003

Drafted By:-largy K. Mayor

Phampar D.L. mangar

Pin 761001



#### Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 48(g) Fees Paid: A18(iii) & A(1)-100874 ,, User Charges-250 ,Total 101124

Date: 07/02/2022

Signature of Registering officer

#### **Endorsement under section 52**

Presented for registration in the office of the Sub-Registrar Sub-Registrar BERHAMPUR-I between the hours of 10:00 AM and 1:30 PM on the 07/02/2022 by SANTOSH KUMAR TRIPATHY, son/daughter/wife of LATE SARAT CHANDRA TRIPATHY, of JOCHYNAPURI LANE, PARAMGURU BHAVAN , LOCHAPADA ROAD, BERHAMPUR TOWN, PO-LOCHAPADA, PS-BERHAMPUR SADAR , by caste General , profession Service and finger prints affixed.

Sourts h Kuman

Signature of Presenter / Date: 07/02/2022

Signature of Registering officer.

#### **Endorsement under section 58**

Execution is admitted by	:			
Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SANTOSH KUMAR TRIPATHY		315107338	Sarotos h Kriman Tritating	07-Feb-2022
MS ISALI CARE ESTATES AND HEALTH PVT LTD REPRESENTED BY ITS MANAGING DIRECTOR SOVA RANI PRADHAN		243064051	STRAROK	07-Feb-2022
Identified by ALISHA PRADLANE,GOSANINUAGAON,B	HAN Son/Wife of SUREN ERHAMPUR GANJAM by	KUMAR PRADHAN of AT-I	NILAKANTHA NAGAR -15	
Name	Photo	Thumb Impression	Signature   5	Date of Admission of Execution
ALISHA PRADHAN	137		Alika Kasarian /	07-Feb-2022
A STATE OF THE STA		42185029		· · · · · · · · · · · · · · · · · · ·

Date: 07/02/2022

Signature of Registering officer

**Endorsement of certificate of registration under section 60** 

Registered and true copy filed in : Office of the Sub-Registrar, BERHAMPUR-I

Book Number: 1 || Volume Number: 18

Document Number : 10612200918

For the year : 2022

Seal :

Date: 07/02/2022

Print

Signature of Registering officer

Registered Sale Deed Vature of the Document : Registered PoA with Possession Deed POA WITH POSSESSION of Execution Volume Number : 18 07/02/2022 Down ent Number Place of Execution ': BERHAMPUR-I 10612200918 Registration Date : 07/02/2022 FIRST PARTY DETAILS Name Photo Thumb Impression Signature SANTOSH KUMAR TRIPATHY SECOND PARTY DETAILS Name Photo Thumb Impression Signature MS ISALI CARE ESTATES AND HEALTH PVT LTD REPRESENTED BY ITS MANAGING DIRECTOR SOVA RANI PRADHAN PROPERTY DETAILS Sabak Sabak Sl.No. District Village/Thana Khata Khata Plot Property Area Kisam MarketValue Plot No. No. LOCHAPADA-Not Not **GANJAM** 495/5126 1213/13292 48Decimal **GHARABARI** 45 Available Available **Property Transaction** South East West North Details HOUSE OF BHAJARAM HOUSE OF KALI CHARAN MAHAPATRO & G. RAM ROAD ROAD FULL AREA AC 0.048 DEC, **PATRO PATRO** LOCHAPADA-Not 495/5002 1212/10701 3463020 GANJAM 106Decimal **GHARABARI** Available Available 45 Property Transaction West North South East Details HOUSE OF BHAJARAM HOUSE OF KALI CHARAN MAHAPATRO & G. RAM ROAD ROAD FULL AREA AC 0.106 DEC, PATRO PATRO

	IDENTIF	TIER DETAILS	with the property	L & STORE SHOWS
Name	Father's / Husband's Nar	ne Identifier	Identifier Address	
ALISHA PRADHAN	SUREN KUMAR PRADHAN		AT-NILAKANTHA NAGAR -1ST LANE,GOSANINUAGAON,BERHAMPUR	
Name	Photo	Thumb Impression	Sign	ature
ALISHA PRADHAN	烈		Alishapardhan	

REMARK DETAILS
Remark
REGD.