

14973/2022

15784/2022

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INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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L.R.A.
IV

8/277909

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Documents

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

Vol Case No.	4386
J (1)-	250
J (2)-	200
Total	450
Realised on	450/-

24 SEP 2022

ARA-IV
Kolkata

POWER OF ATTORNEY

1. Date: 12th September, 2022

2. Place: Kolkata

3. Parties:

Refect Jehan

Ushak

27 AUG 2021

18206

SL. No. DATE.....
NAME.....
ADD.....
AMT. 102



Mishra



9911

AL-MADINA REALTY LLP

Mishra
Designated Partner

Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



9912

Rebeca Jehan



9913

Swapan Kar

Signature
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
12 SEP 2022





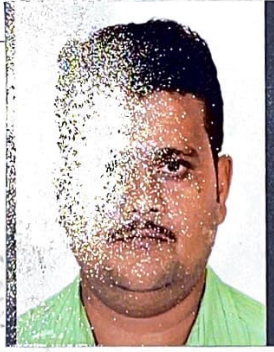



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19048002717909/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Rafat Jahan 110/H/7B Eliot Road Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016	Principal		9912 	Rafat Jahan 12/09/2022
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mohamad Kamal Ashraf Alias Md Kamal Ashraf 3 Royd Lane 3rd Floor, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016	Represent ative of Attorney [AL- Madina Realty LLP]		9911 	UKShah 12/09/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SWAPAN KAR Son of Mr R N KAR 96/1, RAJDANGA SCHOOL ROAD, City:- Kolkata, P.O:- E K T P, P.S:-Kasba, District:-South 24- Parganas, West Bengal, India, PIN:- 700107	Rafat Jahan, Mohamad Kamal Ashraf		9913 	Swapan Kar 12/9/22

(Mohul Mukhopadhyay)



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
12 SEP 2022

ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



- 3.1 Rafat Jahan, Wife of Md. Kamal Ashraf, by faith Muslim, by occupation Business, nationality Indian, of 110/H/7B, Eliot Road, Kolkata -700016, Post Office Park Street, Police Station Park Street, District Kolkata [PAN AMXPJ3942R] [AADHAAR 886939645352]

(collectively Grantor, includes successors-in-interest and/or assigns)

And

- 3.2 AL-Madina Realty LLP, a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 3, Royd Lane, 3rd Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016, [PAN ABTFA2828G], represented by its designated partner, Mohamad Kamal Ashraf *alias* Md. Kamal Ashraf, son of Md. Samsuddin, nationality Indian, by faith Muslim, by occupation Business, working for gain at 3, Royd Lane, 3rd Floor, Post Office Park Street, Police Station Park Street, Kolkata-700016 [PAN AIFPA3630H] [AADHAAR 8542 4231 4855]

(Attorney, includes successors-in-interest and/or assigns).

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Background

- 4.1 **Ownership of Said Property:** The Grantor is the absolute and undisputed owner and possessor of land classified as *Bastu* (Home Street Land), measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *cattah* 9 (nine) *chittaks* 27 (twenty seven) *sq. ft.*, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas, delineated in colour Green boundary line on the Plan annexed hereto and marked as Annexure (Said Property), the Said Property described in the Schedule below, free from all encumbrances.

- 4.2 **Said Agreement:** By an Agreement of even date (Development Agreement), the Grantor have appointed the Attorney as the developer of the Said Property for development thereof by construction of buildings on the Said Property (collectively **New Buildings**), in the manner and on the terms and conditions contained in the Development Agreement and the said Development Agreement was registered in the Office of the Additional Registrar of Assurance - IV, Kolkata, in Book No. I, Volume No. _____, pages from _____, being Deed No. 14563 for the year 2022.

- 4.3 **Building Plans:** For such development, building plans (Building Plans) are to be sanctioned/revalidated/modified/extended/altered sanctioned by the

AL-MADINA REALTY LLP

 Designated Partner

Kolkata Municipal Corporation, and other statutory authorities including but not limited to Airport Authority, Police, Directorate of Fire Service, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, West Bengal State Electricity Board and/or West Bengal State Electricity Development Corporation Limited (collectively **Other Authorities**).

4.4 **Reason for Granting of Powers:** It has been agreed that the Grantor shall grant a Power of Attorney to the Attorney for doing all things needful for development of the Said Property by construction of the New Buildings and booking and sale of the flats and spaces (collectively **Units**) in the New Buildings to prospective purchasers (collectively **Intending Purchasers**). Accordingly, the Grantor is granting certain powers and authorities to the Attorney, by this Power of Attorney.

5. **Subject Matter of Power of Attorney**

5.1 **Construction of New Buildings:** Powers and authorities for construction of the New Buildings on the Said Property in terms of the Development Agreement.

5.2 **Sale:** Powers and authorities for sale of the Units in the New Buildings to Intending Purchasers.

6. **Appointment**

6.1 **Hereby Made:** The Grantor hereby nominate, constitute and appoint the Attorney as the lawful attorney of the Grantor, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantor, relating to the Said Property.

7. **Powers and Authorities**

7.1 **Dealing with Authorities:** To deal with all authorities including but not limited to Kolkata Municipal Corporation and the Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.

7.2 **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.

7.3 **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and (2) Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.





- 7.4 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the New Buildings on the Said Property.
- 7.5 **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the New Buildings and/or any other structure on the Said Property, in accordance with the Development Agreement.
- 7.6 **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Grantor.
- 7.7 **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plans and to have the same registered and obtain all permissions and clearances as may be required for the same.
- 7.8 **Mortgage:** To obtain construction loan from any financial institution by documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
- 7.9 **Acceptance of Papers:** To accept notices and service of papers from Kolkata Municipal Corporation, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1996, Airport Authority, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- 7.10 **Outgoings:** To pay all outgoings, including *KMC* Taxes etc. in respect of the Said Property/New Building and to collect receipts therefor.
- 7.11 **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Grantor's name as owner of the Said Property in the office of B.L.&L.R.O, Kolkata Municipal Corporation, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- 7.12 **Amalgamation:** To take all necessary steps and to sign all papers and documents as be required for amalgamation of the various plots comprised in the Said Property into one holding in the name of the Grantor and to pay fees, costs and charges for that purpose.
- 7.13 **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential and commercial and thereafter paying fees and charges for the same. The custody of all original documents and photocopies of the same provided by the Grantor shall remain with the Attorney.

- 7.14 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- 7.15 **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 7.16 **Negotiation and Sale:** To negotiate for sale and sell the Units in the New Buildings, comprised in the Developer's Allocation (as defined in the Development Agreement and as per the terms therein), to the Intending Purchasers, on terms and conditions as be deemed fit by the Attorney and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 7.17 **Receive Payments:** To receive all payments with regard to the sale of the Units in the New Buildings to the Intending Purchasers and acknowledge receipt of the payments.
- 7.18 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the New Buildings to the Intending Purchasers.
- 7.19 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Units in the New Buildings.
- 7.20 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.
8. **Ratification**
- 8.1 **Hereby Made:** The Grantor hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorney in pursuance of this Power of Attorney.

(Signature)

**Schedule
(Said Property)**

Land classified as *Bastu* (Home Street Land), measuring 9.25 (nine point two five) decimal, more or less, equivalent to 5 (five) *cattah* 9 (nine) *chittaks* 27 (twenty seven) *sq. ft.*, more or less, comprised in R.S./L.R. *Dag* No. 195, recorded under L.R. *Khatian* No. 2674, *Mouza* Nayabad, J.L. No. 25, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas, delineated in colour Green boundary line on the **Plan** annexed hereto and marked as **Annexure**, and butted and bounded as follows:

- On the North** : By 30 ft. wide road (Nayabad) ;
On the East : By Scheme Plot No. 26 (portion of RS Dag No. 195) ;
On the South : By Scheme Plot No. 37 and 38 (portion of RS Dag No. 195 and 192)
On the West : By Scheme Plot No. 23 (portion of RS Dag No. 195)

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Grantor in the Said Property and appurtenances and inheritances for access and user thereof.

The Said Property is tabulated in the Chart below:

<i>Mouza</i>	R.S./ L.R. <i>Dag</i> No.	L.R. <i>Khatian</i> No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Nayabad	195	2674	19.73	9.25	Rafat Jahan
Total				9.25	

Nayabad

Rafat Jahan

9. Execution and Delivery

9.1 In Witness Whereof the Grantor and the Attorney have executed this Power of Attorney on the above date.

Rafat Jahan

Rafat Jahan

(Grantor)

I accept:

AL-Madina Realty LLP
AL-MADINA REALTY LLP

M. Kamal Ashraf

Designated Partner

(represented by its designated partner)

Mohamad Kamal Ashraf *alias* Md. Kamal Ashraf

(Attorney)

Drafted By me,

Krishaanu Chakraborty

Krishaanu Chakraborty,

F/ 81/8/2015

Advocate, Calcutta

Witnesses:

Signature S. Paul

Name Sandip Paul

Father's Name Sri Gour Ch. Paul

Address CB 14/15, Railpukur Road,

Kol-700059

Signature Krishaanu Chakraborty

Name Krishaanu Chakraborty

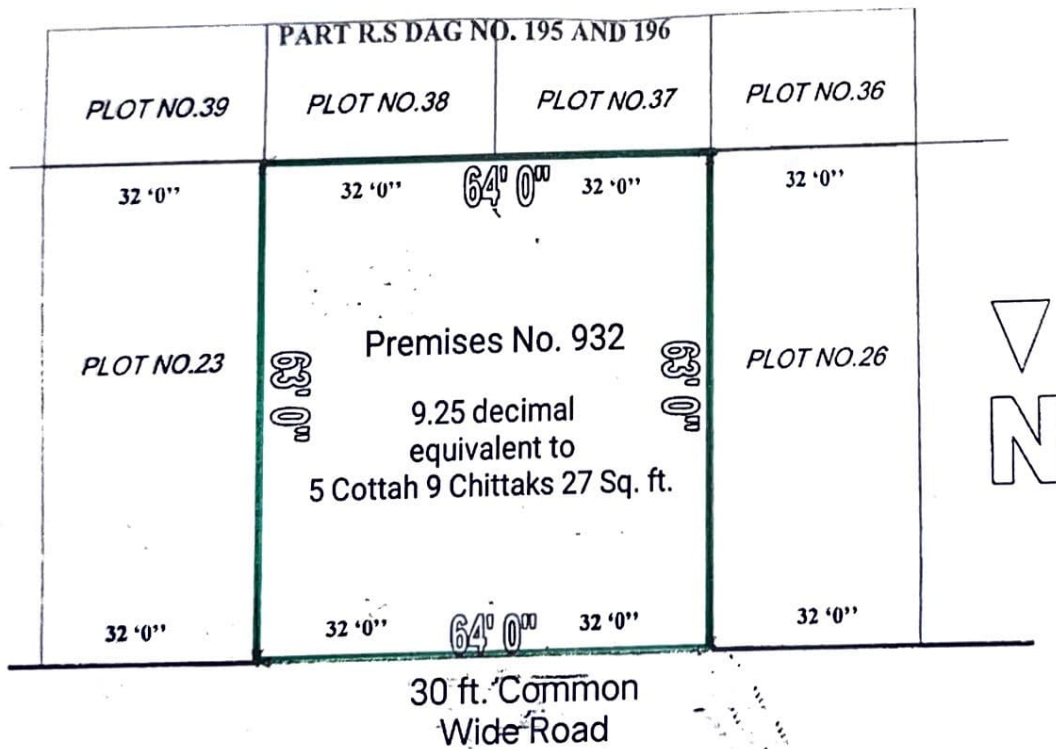
Father's Name Kamalash Chakraborty

Address 70, K. S. Roy Road,

Kol-1.

THE SITE PLAN of the property measuring more or less 9.25 decimal equivalent to 5 Cottah 9 Chittaks 27 Sq. ft. situated at D.P.K. Housing Complex, Mouza – Nayabad, Pargana – Khaspur, J.L. No. 25, Touzi No. 56, Comprised R.S. / L.R. Dag No. 195, under L.R. Khatian No. 2674, Police Station Kasba, being Scheme Plot No. 24 and 25, Municipal Premises No. 932, Nayabad, Assesse No. 31-109-08-2484-7, Street No. 8, within the limits of Ward No. 109 of the Kolkata Municipal Corporation, Additional District Sub-Registration Sealdah, District South 24 Parganas,, Marked in RED,

UNDER PREMISES NO. 932 (PLOT NO. 24 & 25) : 9.25 DECIMAL EQUIVALENT TO 5 COTTAH 9 CHITTAKS 27 SQ. FT.



Signature of Grantor :

Perfec Jehan

Signature of Attorney :

U. S. S. S.

Drawn by,

Himangshu Chakraborty

Himangshu Chakraborty

Architect

SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



Refaat Jahan



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Meghna -



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little

Little

Ring

Middle

(Left Hand)

Fore

Thumb

Thumb

Fore

Middle

(Right Hand)

Ring

Little

Major Information of the Deed

Deed No :	I-1904-15784/2022	Date of Registration	24/09/2022
Query No / Year	1904-8002717909/2022	Office where deed is registered	
Query Date	10/09/2022 1:27:51 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	S Kar 96/1, Rajdanga Main Road, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700107, Mobile No. : 9830308824, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,08,75,777/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Article:48(g))	Rs. 73/- (Article:E, M(a,))		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 190414563/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 932, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	9.25 Dec	1/-	1,08,75,777/-	Width of Approach Road: 40 Ft.,
Grand Total :				9.25Dec	1 /-	108,75,777 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Rafat Jahan Wife of Md Kamal Ashraf 110/H/7B Eliot Road Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:- Kolkata, West Bengal, India, PIN:- 700016 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: amxxxxxx2r, Aadhaar No: 88xxxxxxx5352, Status :Individual, Executed by: Self, Date of Execution: 12/09/2022 , Admitted by: Self, Date of Admission: 12/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/09/2022 , Admitted by: Self, Date of Admission: 12/09/2022 ,Place : Pvt. Residence</p>

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 1088544 to 1088562
being No 190415784 for the year 2022.



mm

Digitally signed by MOHUL
MUKHOPADHYAY

Date: 2022.11.21 16:08:38 +05:30

Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/11/21 04:08:38 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)