

5310/22

I - 5407/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 151682

Certified that the Document is admitted to registration. The endorsement Sheet attached with this document are the Part of this document.

14/12/2022

DISTRICT SUB-REGISTRAR  
Paschim Bardhaman  
14 DEC 2022

**Power of Attorney after  
Development & construction  
agreement**

Query No 8003533272 /2022

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, **Md. SHAMIM AKHTAR**, (PAN -BFYPA5330K) son of Md. Samsul, by faith Muslim, by occupation Business, Citizenship Indian residing at Tikya Para, M. C. Road, PO Raniganj, Pin - 713347, P.S. Ranignaj, Dist: Paschim Bardhaman (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest and/or assigns) hereafter called the "Grantor",

Md. Shamim Akhtar

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**WHEREAS:**

- A. The Grantor is the Owner of the "Said Property" described in the Schedule and the Developer is **M/S ADITYA INFRA** (a Partnership Firm) within the meaning of the Partnership Act and having its registered office at Street No-5, Ground Floor, Ashoka Residency, Saradapally, Asansol, Pin-713304, Asansol, P.S. Asansol and I.T. **PAN-AASFA7093H** (hereafter called the "Developer").
- B. The Grantors and the Developer have entered into an agreement of even date registered with the Asansol Sub Register (hereafter called the "Development Agreement"), to develop the Said Property (hereafter the "Project") under the terms and conditions as detailed therein.
- C. In terms of the Development Agreement and/or otherwise, the Grantor is required and/or is desirous of appointing the Developer as its true and lawful attorney for the purposes hereinafter mentioned.

**NOW KNOW ALL BY THESE PRESENTS THAT** we, the above named Grantor, do hereby nominate, constitute and/or appoint the said (1) **MR. PRADIP KUMAR JAIN (Pan- ACHPJ3546R)**, son of Late Sunder Lal Jain, by faith-Hindu, by occupation-Business, residing at Domohani Bazar, P.S. Barabani, Dist. Paschim Bardhaman, and (2) **MR. JAYANTA GHOSH (Pan-AFHPG0920P)**, son of Sri R.N. Ghosh, residing at Radha Nagar Road, beside Health Center, Burnpur, P.S. Hirapur, Dist. Paschim Bardhaman (hereafter called the "Attorneies"), to act as the true and lawful attorneies of the Grantors jointly, for in the name of and/or on behalf of the Grantors and the Attorneies to do, exercise and perform all or any of the following acts, deeds and/or things relating to the Said Property, that is to say:

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1. To possess and hold possession of the Said Property and to warn off, prohibit and if necessary, to proceed in due form of law against all or any of the trespassers at the Said Property or any part thereof and also against all defaulters in payment of rent or other considerations or those who have committed any breach of their covenants or obligations and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance.
2. To appoint and terminate the appointment of Architects, Engineers and/or Surveyors for surveying and doing soil testing and also for preparation of plans for construction of a complex of multi-storied buildings (hereafter called the "**Complex**") building at the Said Property and also for any additions and/or alterations and/or modification thereto and to have such plans prepared and the soil of the Said Property tested.
3. To apply for and submit the plans for constructions of the Building/Complex to the Asansol Durgapur Development Authority (hereafter the "**ADDA**") and A.M.C, for sanctioning and have the same sanctioned and if so deemed fit and proper, to have the plans submitted and/or sanctioned and/or, as stated above, to have the same modify and/or altered by the ADDA and A.M.C or other competent authorities and in connection therewith to submit the title deeds and other papers and documents concerning the Said Property to the concerned authorities and take back the same.
4. To pay fees, obtain sanctions and such other orders and/or permissions from the necessary authorities as be necessary for such sanctioning, modification and/or alteration of the said plans.

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5. To appear and represent us before all necessary authorities and/or Government Departments and/or their officers and also all other State Executives, Judicial or Quasi Judicial authorities, including without limitation the ADDA, A.M.C, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Asansol Durgapur Police commissionerate, and if necessary to apply for and obtain all permissions and/or approvals from them or any of them in connection with the sanctioning, modification and/or alteration of the said plans including boundary verifications.
6. To execute any Gift Deed in favour of the ADDA and A.M.C if required for obtaining sanction of the said plan and admit such execution before the concerned register.
7. To receive refund of the excess amount or fee, if any, paid for any of the purposes stated herein or otherwise and to give valid and effectual receipts and discharges in respect thereof.
8. To build at the Said Property by constructing the Buildings or otherwise thereon and for that purpose to demolish the existing buildings and/or other structures thereat.
9. To apply for and obtain steel, cement, bricks and all other construction and/or building materials and/or construction equipments for the purpose of the Project and for such purpose to obtain all such permission as be necessary.
10. To apply for and obtain electricity, gas, telephone, water, drainage, sewerage, lifts, generators, cable or Dish TV connection and/or any other connections or utilities at the Said Property and/or the Building and to make alterations therein and to close down, surrender and/or have disconnected any of the connections

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or utilities as also such existing connections for obtaining such new connections.

11. To apply for and obtain permissions and licenses to install, run and operate lifts, generators and/or any other utilities at the Said Property and/or the Building(s) / the Complex.
12. To apply for and obtain the necessary completion or occupation or other certificates from the ADDA & A.M.C and/or other concerned authorities in respect of construction and/or occupation of the Building/s.
13. To ask, demand, sue for, receive, recover, realize and collect rents, moneys, consideration, construction costs, mesne profits, deposits, payments, compensation, interests, damages, electricity charges, municipal rates and taxes, service and/or maintenance charges and all other sum or sums which are or may become due, payable or recoverable from any person or persons or authority or authorities on any account whatsoever and to raise bills and give effectual receipts and discharges for the same.
14. To enforce any covenant in any agreement, sale deeds, lease deeds, declarations and/or licenses or tenancy agreements or any other documents entered into by the Grantor and if any right to re-enter arises in any manner under such covenants or under notice to vacate or quit, then to exercise such right amongst others.
15. To terminate any contract or agreement with any person or persons and to deal with the spaces and/or rights of such person or persons relating to the Project in such manner as the Attorney may deem fit and proper.

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16. To prepare, sign, execute, submit, enter into, modify, cancel, confirm, alter, draw, approve and/or register and/or give consent and confirmation to all papers, documents, agreements, supplemental agreements, construction contracts, consents, deeds, sale deeds, lease deeds, tenancy agreements, cancellation deeds, surrenders, nominations, rectification deeds, declarations, prescribed forms, affidavits, applications, understandings, indemnities, plans and other documents as may in any way be required to be so done.
17. To appear before any Notary Public, Registrar, Sub-Registrar, District Registrar, Registrar of Assurances, Metropolitan Magistrate and other officer or officers or authority or authorities having jurisdiction in that behalf and to present for registration and to admit execution of and to acknowledge and register or have registered and perfected all deeds, instruments and/or writings signed or made by us or by any of our Attorney by virtue of the powers hereby conferred.
18. To sell, lease out or otherwise transfer, deal with and dispose of the units, car parking spaces, servants quarters, roof or other constructed areas or saleable spaces in the Building(s)/Complex in accordance with the Development Agreement to the persons interested in purchasing or otherwise acquiring the same at such prices and on such terms and/or conditions as the Attorney may deem fit and proper and to receive and realize the consideration and other amounts payable there for by the intending buyers and grant receipts and discharges there for which shall fully exonerate the person or persons paying the same. To exclusively sign, execute and have registered all deeds for selling,

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leasing or transferring by any other means all areas in the Building(s)/Complex and to admit such execution before the concerned registrar.

19. To handover the sale proceeds of Owner allocation i.e. 50% of commercial area (Built up area) and 43% residential area (super built area) out of the entire Saleable Areas in the Complex to the Land Owner or deposit to owner's bank accounts by means of cheque deposit or RTGS or otherwise to their satisfaction, as per terms of the agreement. Be it mentioned here the Sale proceeds would mean sale price related to commercial area, Flat area and parking only and would include any monies taken for additional facilities, deposits etc. as per recoveries from buyers in proportionate basis, at the discretion of the developer and in deferred manner. Flats remaining unsold on the completion of the project and after reasonable time, shall be distributed proportionately amongst the developer and owner
20. To have the flats and other constructed areas and saleable spaces in the Building separately assessed and mutated in the names of the Owner thereof in all public records and with all authorities including the ADDA and A.M.C.
21. To accept, receive, sign and acknowledge all notices and/or services of all papers or documents from all Courts, Tribunals, Postal Authorities and/or other authorities and/or persons and also all registered or insured letters, parcels and/or money orders.
22. To commence, prosecute, enforce, defend, answer and/or oppose all suits, actions and/or other legal proceedings and/or demands, civil, criminal or revenue, concerning the Premises or any of the affairs of the Grantor in connection therewith or any of the matters aforesaid in which the Grantor is

*By*  
*Grantor*



now or may hereafter be interested or concerned and also if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any actions and/or proceedings as aforesaid.

23. To sign, declare, verify and/or affirm all Vakalatnamas, Plaints, Written Statements, Petitions, Consent Petitions, Warrants of Attorney, Memorandums of Appeal, Affidavits and all other documents or cause papers as the occasion shall require and/or as the Said Attorneys may think fit and proper. For better and more effectually exercising all or any of the powers and authorities aforesaid, to retain, appoint and/or employ Advocates, Pleaders, Solicitors and to revoke such appointment.
24. To receive and/or pay and/or deposit all moneys including without limitation court fees, stamp and registration fees and to receive refunds thereof and grant valid receipts and discharges in respect thereof.
25. For all or any of the purposes herein-stated, to appear and represent the Grantor before all concerned authorities and officials, Central and State Government Departments, Income Tax Departments, Revenue Departments, Land Departments and/or its Officers and also all other state Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all Courts and Tribunals, including without limitation Officials of Reserve Bank of India, Income Tax Officers, Commissioner of Income Tax and make commitments and/or give undertakings.

**AND GENERALLY** to do all such acts, deeds, matters and/or things concerning the authorities hereby granted in respect of the Said Property/buildings/complex and for

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better exercise of the authorities herein contained which the Grantor could have done lawfully if personally present.

AND the Grantor doth hereby ratify and confirm and agree to ratify and confirm all and whatsoever the Attorney and any of its substitutes shall do or caused to be done or shall lawfully do or caused to be done in or about the Said Property.

Schedule-A

(Said Property)

ALL THAT piece and parcel of land situated at Mouza Raniganj, J.L. No. 24, P.S. Raniganj, District Paschim Bardhaman, LR Khatian No 1741, LR Plot No 1860 measuring an area of 53 Cottah and 8 Chittak of land which is butted and bounded

ON THE NORTH	:	Domhani Road
ON THE EAST	:	N. S B. Road
ON THE SOUTH	:	Badri Hotel
ON THE WEST	:	Golam Rosul House

*M. Gogoi*



In witness whereof we, execute this deed in free mind, sound health and after fully knowing the contents thereof being read over & explained to us in Vernacular on the 8<sup>th</sup> day of December 2022 at Asansol.

WITNESSES:

1. MOHSIN KHAN  
Hill View North  
Navaral Pally  
Asansol - 713301

*Md. Shamsia Akhtar*

2 Md. Tashim Akhtar  
S/o Md. Shamsia Akhtar  
Raniganj - 713347

Aditya Infra  
*Pradip Kumar Jais*  
Partner

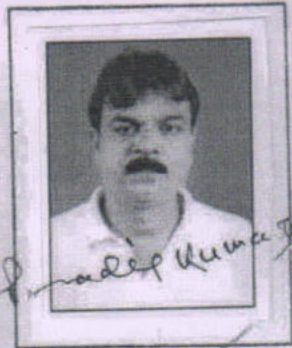
Aditya Infra  
*Jayanti Ghosh*  
Partner  
Signature of the Executants

Drafted & prepared by me as per instructions of the executors and read over and explained the contents of this deed before them in vernacular and typed in my office

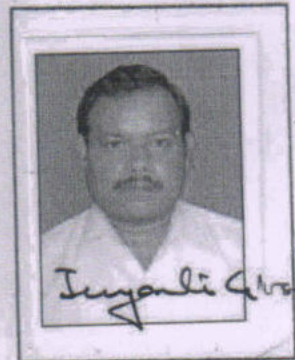
*Chowdhury Musaraf Hossain*  
(Chowdhury Musaraf Hossain)  
Advocate

Enrollment No. WB/1368/2002

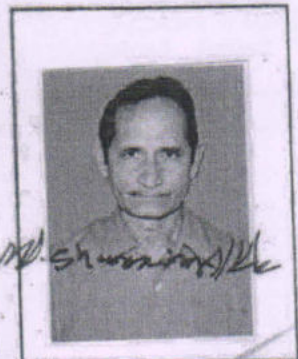




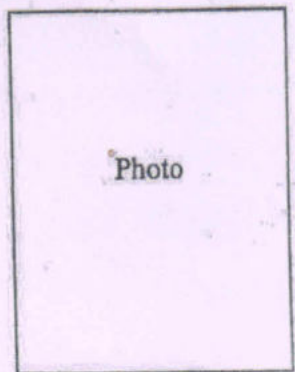
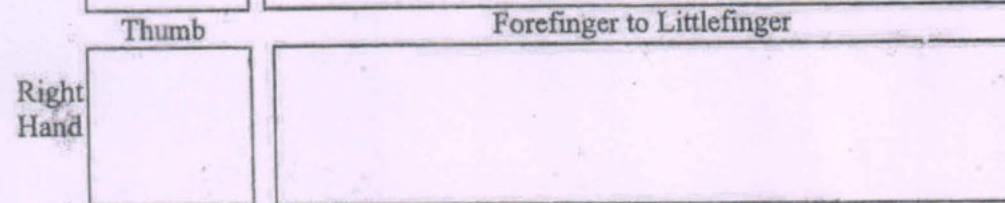
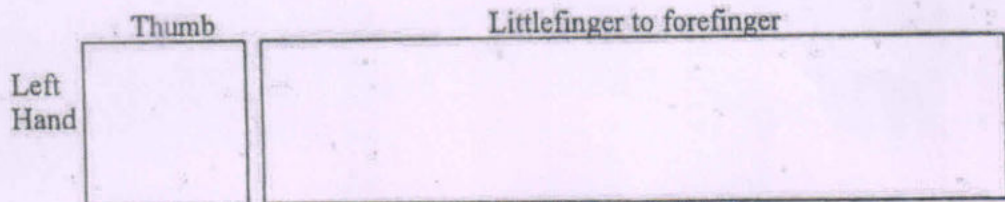
Finger Print attested by me : *Radip Kumar*



Finger Print attested by me : *Jayanti Ghosh*



Finger Print attested by me : *M. Sharmistha*



Finger Print attested by me :



### Major Information of the Deed

Deed No :	I-2301-05407/2022	Date of Registration	14/12/2022
Query No / Year	2301-8003533272/2022	Office where deed is registered	
Query Date	14/12/2022 4:59:28 PM	D.S.R. Paschim Bardhaman, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	C M HUSSAIN ASANSOL COURT, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, Mobile No. : 9434253243, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 8,04,86,063/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 46/- (Article:E, E, M(b))		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 230105400/2022 Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



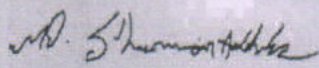
#### Land Details :

District: Paschim Bardhaman, P.S:- Raniganj, Municipality: RANIGANJ, Road: N.S.B Road, Road Zone : (N.S.B. Road from Tarbangla -- Raniganj Station) , Mouza: Raniganj Municipality, Pin Code : 713347

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1860	LR-1741	Other Commercial Usage	Bastu	53 Katha 8 Chatak	1/-	8,04,86,063/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road, . Project Name :
<b>Grand Total :</b>					<b>88.275Dec</b>	<b>1 /-</b>	<b>804,86,063 /-</b>	






## Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Md Shamim Akhtar</b> <b>(Presentant)</b> Son of Late Md Shamsul Haque Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office			
		14/12/2022	LTI 14/12/2022	14/12/2022
Tikya Para, Raniganj, City:- , P.O:- Raniganj, P.S:-Raniganj, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713347 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: bfxxxxxx0k,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office				



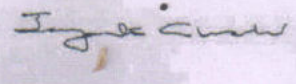
## Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Aditya Infra</b> Ashoka Residency, Saradapally, Asansol, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304 , PAN No.:: aaxxxxxx3h,Aadhaar No Not Provided, Status :Organization, Executed by: Representative			

## Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Pradip Kumar Jain</b> Son of Late Sunder Lal Jain Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 14/12/2022, Place of Admission of Execution: Office			
		Dec 14 2022 5:26PM	LTI 14/12/2022	14/12/2022
Domohani Bazar, City:- , P.O:- Domohani Bazar, P.S:-Barabani, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713334, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx6R,Aadhaar No Not Provided Status : Representative, Representative of : Aditya Infra (as Partner)				



Name	Photo	Finger Print	Signature
<b>Mr Jayanta Ghosh</b> Son of Mr Rabinranath Ghosh Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 14/12/2022, Place of Admission of Execution: Office	 <small>Dec 14 2022 5:26PM</small>	 <small>LTI 14/12/2022</small>	 <small>14/12/2022</small>
Radha Nagar Road, Burnpur, City:- Asansol, P.O:- Burnpur, P.S:-Hirapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx0p,Aadhaar No Not Provided Status : Representative, Representative of : Aditya Infra (as Partner)			

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>MOHSIN KHAN</b> Son of Late MD MOIN KHAN NAZRUL PALLY ASANSOL, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304	 <small>14/12/2022</small>	 <small>14/12/2022</small>	 <small>14/12/2022</small>
Identifier Of Md Shamim Akhtar, Mr Pradip Kumar Jain, Mr Jayanta Ghosh			

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Md Shamim Akhtar	Aditya Infra-88.275 Dec

#### Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Raniganj, Municipality: RANIGANJ, Road: N.S.B Road, Road Zone : (N.S.B. Road from Tarbangla -- Raniganj Station) , Mouza: Raniganj Municipality, Pin Code : 713347

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1860, LR Khatian No:- 1741	Owner:সামিম আখতার , Gurdian:মহঃ সামসুল, Address:নিজ , Classification:কানালী, Area:0.89100000 Acre,	Owner Name not selected by applicant.



On 14-12-2022

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 17:18 hrs on 14-12-2022, at the Office of the D.S.R. Paschim Bardhaman by Md Shamim Akhtar ,Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,04,86,063/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 14/12/2022 by Md Shamim Akhtar, Son of Late Md Shamsul Haque, Tikya Para, Raniganj, P.O: Raniganj, Thana: Raniganj, Paschim Bardhaman, WEST BENGAL, India, PIN - 713347, by caste Muslim, by Profession Business

Indetified by MOHSIN KHAN, , Son of Late MD MOIN KHAN, NAZRUL PALLY ASANSOL, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Muslim, by profession Others

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 14-12-2022 by Mr Pradip Kumar Jain, Partner, Aditya Infra, Ashoka Residency, Saradapally, Asansol, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Indetified by MOHSIN KHAN, , Son of Late MD MOIN KHAN, NAZRUL PALLY ASANSOL, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Muslim, by profession Others

Execution is admitted on 14-12-2022 by Mr Jayanta Ghosh, Partner, Aditya Infra, Ashoka Residency, Saradapally, Asansol, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Indetified by MOHSIN KHAN, , Son of Late MD MOIN KHAN, NAZRUL PALLY ASANSOL, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Muslim, by profession Others

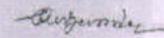
**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 46.00/- ( E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 46.00/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 60/- and Stamp Duty paid by Stamp Rs 100.00/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1660, Amount: Rs.100.00/-, Date of Purchase: 07/12/2022, Vendor name: Pradip Kr Panja



Subodh Kumar Majumdar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. Paschim Bardhaman  
Paschim Bardhaman, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2301-2022, Page from 104294 to 104310  
being No 230105407 for the year 2022.



Digitally signed by SUBODH KUMAR  
MAJUMDER  
Date: 2022.12.15 17:34:06 +05:30  
Reason: Digital Signing of Deed.

*Subodh Kumar Majumdar*

(Subodh Kumar Majumdar) 2022/12/15 05:34:06 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. Paschim Bardhaman  
West Bengal.

(This document is digitally signed.)