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Addi. District Sug-Registrar Asensol, Dist - Paschim Bardharnan

0 6 DEC 2022

E-QUERY -23058103444762 / 2022

GENERAL POWER OF ATTORNEY AFTER DEVELOPMENT & CONSTRUCTION AGREEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,

SMT. MALLIKA ROY CHOWDHURY, (PAN – APTPC5680G), (AADHAR – 2683 4727 1083), daughter of Late Samir Kumar Roy, wife of Asit Roy Chowdhury; by citizenship - Indian, by faith - Hindu, by occupation – Housewife, resident of Mohishila Colony No.-01, P.O. – Asansol, P.S. – Asansol South, Pin – 713303, District - Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the 'LAND OWNER' / "FIRST PARTY' (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all her legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the ONE PART.

WHEREAS:

- A. The Land Owner / First party / Principal is the owner & possessor of the "Said Property" described in the Schedule 'A' below AND the Developer/ Attorney is UNIVERSAL CONSTRUCTION CO.' (PAN NO.- AADFU9050F) a Partnership Firm having its registered office at 'C/O Kabita Enterprise, S B Gorai Road, Near Ram Sayer Maidan, P.O.- Asansol, Pin 713301, P.S.- Asansol (South), District Paschim Bardhaman, West Bengal, India. (Hereafter called the "Attorney/Developer").
- B. The Land Owner / Principal and the Developer have entered into an Deed of Development & Construction Agreement being no.- I 10140 of 2022, dated 06-12-22, registered with the Additional District Sub Registrar, Office at Asansol (hereafter called the "Development & Construction 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 Land Owner / Principal is required and/or is desirous of appointing the Developer as his true and lawful Attorney for the purposes hereinafter mentioned.

NOW KNOW ALL BY THESE PRESENTS THAT we, the above named Land Owner / Principal, do hereby nominate, constitute and/or appoint UNIVERSAL CONSTRUCTION CO.' (PAN NO.- AADFU9050F) a Partnership Firm, represented by one of its Partner MR. AMIT KUMAR RAI (PAN - ARUPR1718F) S/o Shri Kailash Rai resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District — Paschim Bardhaman, West Bengal, India, (hereafter called the "Attorney"), to act as the true and lawful attorney of the Land Owner / Principal, for/or in the name of and/or on behalf of the Land Owner / Principal and the Attorney to do, exercise and perform all or any of the following acts, deeds and/or things relating to the Said Property, that is to

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

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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 the said G+IV multi-storied 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.
- 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, Forest Authorities, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, 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. (a) The Developer shall be solely responsible for all Bank Finance related to the specific units, excepting Land owner's Allocation i.e. Schedule 'B below mentioned'.
- (b) That it has been specifically settled between the parties that the Developer shall have no right or authority to create any mortgage, lieu or charge or encumbrance in respect of the said property before handing over Landowner's Allocation in total finished condition (in respect to Schedule 'D') and to the full satisfaction of the Landowners.
- 7. (a) To execute any Mortgage for the purpose of creation of, though not excluding others, Unit Finance from any Scheduled, Private or Nationalized Bank and/or Financial Institutions in respect of the Schedule A property but excluding the Land owner's Allocation i.e. Schedule 'B' property as a whole.
- (b) To execute any Gift Deed/s in favour of the ADDA and A.M.C if required for obtaining sanction of the said Building & Site plan/s and admit such execution before the concerned register.

(Adr)

- 8. 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.
- 9. To build at the 'A' Schedule Property by constructing the said G+IV Buildings or otherwise thereon and for that purpose to demolish the existing buildings and/or other structures thereat.
- 10. 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.
- 11. To apply for and obtain electricity, 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 or utilities as also such existing connections for obtaining such new connections.
- 12. 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.
- 13. 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.
- 14. To ask, demand, sue for, receive, recover, realize and collect rents, moneys, consideration, construction costs, mean 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 in the said G+IV building, excepting Land owner's Allocation i.e. Schedule 'B' property.
- 15. 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 Land Owner / Principal 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 in the said G+IV building, excepting Land owner's Allocation i.e. Schedule 'B' property.
- 16. 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 excepting Land owner's Allocation i.e. Schedule 'B' property.

(Arm)

- 17. 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 excepting Land owner's Allocation i.e. Schedule 'B' property.
- 18. 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 excepting Land owner's Allocation i.e. Schedule 'B' property.

Be it mentioned here that any of the Partners or partner singly or jointly being the representatives of our said constituted Attorney 'UNIVERSAL CONSTRUCTION CO.' shall be entitled to execute necessary Sale Deed/s, Lease Deed/s, or any such deed or deeds/documents for ourselves and on our behalf in respect of the specific portion/share of the proposed/constructed apartment as allocated to the Developer's Allocation (except Land owner's allocation as specifically mentioned in the Schedule 'B' below) to any intending Purchaser/purchasers.

- 19. To sell, lease out or otherwise transfer, deal with and dispose of the residential units, commercial spaces, car parking spaces, Garages, servants quarters, roof or other constructed areas or saleable spaces in the G+IV storied Building(s)/Complex, in accordance with the said Development & Construction 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 excepting Land owner's Allocation i.e. Schedule 'B' property.
- 20. To exclusively sign, execute and have registered all deeds for selling, leasing or transferring by any other means all areas in the G+IV storied Building(s)/Complex, and to admit such execution before the concerned registrar excepting Land owner's Allocation i.e. Schedule 'B' property.
- 21. To handover the Land Owner's allocation i.e. the "B" schedule property in the complex to the Land Owner / Principal, as per terms of the said Development & Construction Agreement after full completion of the Land owner's Allocation i.e. Schedule 'B' property.
- 22. To have the flats and other constructed areas and saleable spaces in the Building separately assessed and mutated in the names of the Land owners thereof in all public records and with all authorities including the ADDA and A.M.C.

(Avm Adv)

- 23. 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.
- 24. 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 Land Owner / Principal in connection therewith or any of the matters aforesaid in which the Land owners is 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.
- 25. 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 Attorney 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.
- 26. 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.
- 27. For all or any of the purposes herein-stated, to appear and represent the Land owners 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.
- 28. That this instant 'General Power Of Attorney After Development & Construction Agreement' is revocable by nature & this Original copy of this instant Deed shall be in the custody of the Second Party/Developer for all times & if the First Party / Landowner so wishes then they shall apply for a certified copy at his/her/it's/their own cost & expenses.

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 better exercise of the authorities herein contained which the Land Owner / Principal could have done lawfully if personally present.

Agri (Agri) AND the Land Owner / Principal 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.

<u>SCHEDULE - "A" ABOVE REFERRED TO :-</u> (Owners' Land upon where construction is to be made)

Within the District of Paschim Bardhaman, A.D.S.R. Office - Asansol, P.S. Asansol Mouza - MOHISHILA, (Road: - Mohishila Colony No.-01) J.L. No. 037, in measuring an area of 0.02 acres (more or less), recorded in the L.R. ROR, out of total land measuring 0.07 acres (more or less) of vacant land standing and comprised upon L.O.P. No.- 478/1 appertaining to C.S. Plot No.- 79 (P) corresponding to R.S. & L.R. Plot No.- 79/3389 appertaining to L.R. Khatian No.- 4965, being 'Commercial Bastu' class of land, under the local limits of Ward no.- 20 (OLD) 86 (NEW) of Asansol Municipal Corporation, at Near Chakraborty More, 01 number Mohishila Colony, Asansol - 713303, along with all easements & hereditaments attached thereto.

The said property is butted and bounded by:

On the North

Anandam Residency

On the South

Road width 23'ft.

On the East

Vacant Land of Universal Construction Co.

On the West

Vacant Land Sarit Kr. Roy & others

(Adry)

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

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 _______ of DECEMBER, 2022 at Asansol.

WITNESSES:

1. Aflet Kuma r Rai S/o Kallagh Kai Raclika Apartment SIMUNTALA I NO Monisila (Olony ASANSOL 718203

Mallika Royahondhury

Signature of the land owner / Principal

2. Rabindra Grupta 3/0 - B. B. Grupta Azanea.

UNIVERSAL CONSTRUCTION CO.

Amit Kuman Karpartner

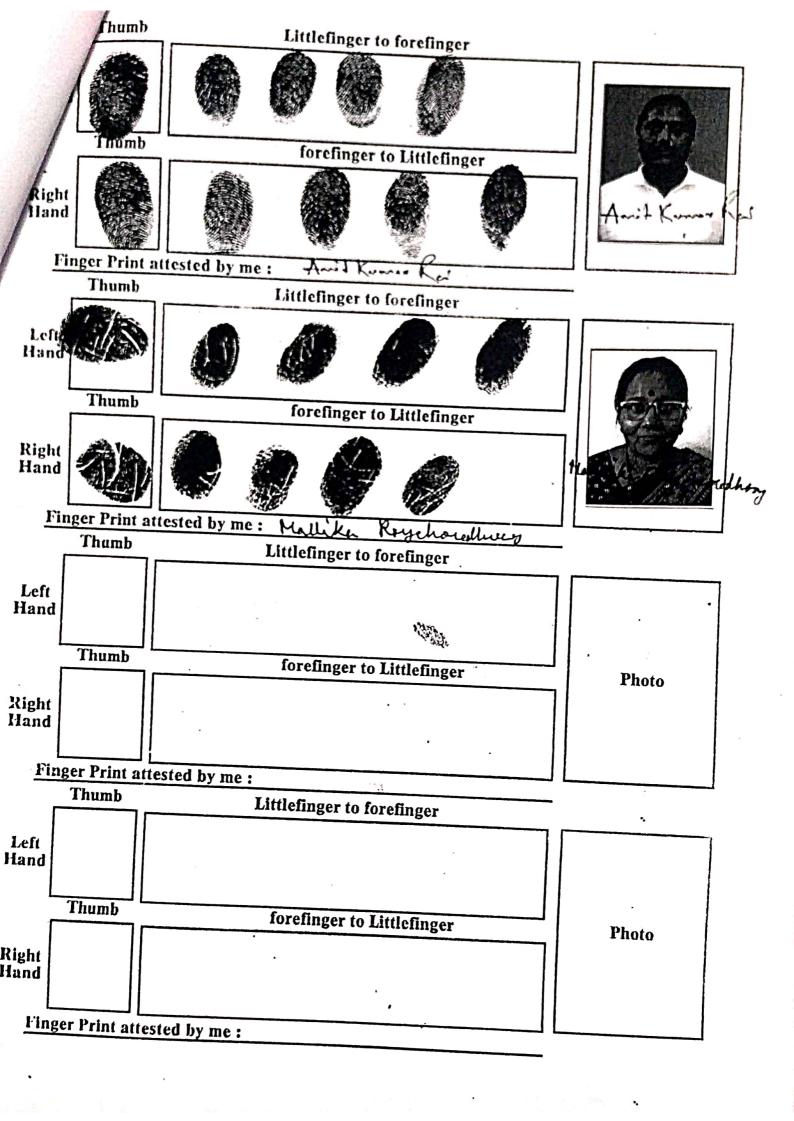
Signature of the Attorney

Drafted & Prepared by me as per Instruction, directions & documents provided by both the parties and explained the contents to both the Parties in Vernacular (Bengali / Hindi / English) and Printed in my office.

(UTSAV MUKHERJEE)

(Advocate)

PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL Enrolment No.- WB/549/2011.



Major Information of the Deed

d No:	I-2305-10145/2022	Date of Registration 06/12/2022			
dery No / Year	2305-8003444762/2022	Office where deed is registered			
Query Date	06/12/2022 2:05:51 PM	A.D.S.R. ASANSOL, District: Paschim Bardhamar			
Applicant Name, Address & Other Details UTSAV MUKHERJEE ASANSOL COURT, Thana: Asansol, District: Paschim Bardhaman, WEST BENGA - 713304, Mobile No.: 9832228744, Status: Advocate					
Transaction		Additional Transaction			
[0138] Sale, Development P Development Agreement	ower of Attorney after Registered				
Set Forth value	《美国教育》	Market Value			
	Series and Assessment	Rs. 19,63,636/-			
Stampduty Paid(SD)	国国际运输工程 医电影	Registration Fee Paid			
Rs. 100/- (Article:48(g))		Rs. 7/- (Article:E)			
	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 230510140/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)				

Land Details:

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone: (Road Width (20-30) -- Road Width (20-30)), Mouza: Mohishila, Pin Code: 713303

	CONTRACTOR OF THE PROPERTY OF	SECTION OF THE	i i oposeu	lies	Area of Land	MANCALE ALLEMAN	make the first of the same of the same of	Other Details
L1	LR-79/3389	LR-4905	Other Commerci al Usage	Bastu	0.02 Acre		19,63,636/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road, , Project Name:
	Grand	Total:			2Dec	0 /-	19,63,636 /-	

pal Details :

1	Name, Address, Photo, Finger	print and Signatu	re.	The state of the s
	Name Smt MALLIKA ROY CHOWDHURY (Presentant) Daughter of Late SAMIR KUMAR ROY WIFE OF ASIT ROY CHOWDHURY Executed by: Self, Date of Execution: 06/12/2022 , Admitted by: Self, Date of Admission: 06/12/2022 ,Place : Office	Photo	Finger Print	Malijka Rajchrdhuy
			ENGOTA SI	

MOHISHILLA COLONY NO- 01, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: APxxxxxx0G, Aadhaar No Not Provided, Status : Individual,

LTI 06/12/2022

06/12/2022

Executed by: Self, Date of Execution: 06/12/2022

Admitted by: Self, Date of Admission: 06/12/2022 ,Place: Office

06/12/2022

Attorney Details:

SI No	Name, Address, Photo, Finger, print and Signature
	UNIVERSAL CONSTRUCTION CO C/o Kabita Enterprise, Block/Sector: Sb Gorai Rd Near Ram Sayer Maidan, Flat No: Asansol, City:- Asansol, P.O: Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301, PAN No.:: AAxxxxxx0F, Aadhaar No Not Provided, Status: Organization, Executed by: Representative

Representative Details:

1 Name	Photo: 14	Finger Print	Signature		
Mr AMIT KUMAR RAI Son of Mr KAILASH RAI Date of Execution - 06/12/2022, Admitted by: Self, Date of Admission: 06/12/2022, Place of Admission of Execution: Office	Ø. Alivan		Anit Kuner Ri		
	Dec 6 2022 2:43PM	LTI 06/12/2022	06/12/2022		
3F03 3RD FLOOR, Block/Sector: RADHIKA APPT, Flat No: SIMULTALA, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx8F, Aadhaar No Not Provided Status: Representative, Representative of: UNIVERSAL CONSTRUCTION CO (as					

Photo Finger Print Signature

DEET KUMAR RAI

LI TALA NO 1 MOHISHILA COLONY

Assertion P O - ASANSOL, P B
Sent Benger, India, PIN - 712302

DETECTION OF TEXTS OF

Trans	fer of property for L1	· 中国中国的中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国
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1	SHI MALLIKA ROY CHOWDHURY	UNIVERSAL CONSTRUCTION CO-2 Dec
The second second	A CONTRACTOR OF THE PARTY OF TH	

Land Details as per Land Record

IDENTIFIER OF SITT MALLIKA ROY CHOWDHURY, MY AMIT KUMAR RAI

District: Paschim Bardhaman, P.S.- Asansol, Municipality: ASANSOL NC, Road: Mohisila Colony No. 1, Road Zone: (Road: Width (20-30) - Road: Width (20-30)), Mouze: Municipality, Ph. Code: 71(2003)

Sub	Plea & Khertian Marribur	Daratta Of Land	Owner name in English se selected by Applicant
	LR Plot No:- 79/2009, LR Khalian No:- 4965	Clwres गरिका कामधीभूति, Gurdien जारिक कामधीभूति, Addresse है का वरिनीमा कननी,	Owner Name not selected by applicant,
		Cinemification COM, Area (I (II/OHDDIOE Ages,	

Endorsement For Deed Number : 1 - 230510145 / 2022

22022

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

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

esentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules, 1982)

Presented for registration at 14:34 hrs on 06-12-2022, at the Office of the A.D.S.R. ASANSOL by Smt MALLIKA ROY CHOWDHURY, 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 19,63,636/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982)

Execution is admitted on 06/12/2022 by Smt MALLIKA ROY CHOWDHURY, Daughter of Late SAMIR KUMAR ROY WIFE OF ASIT ROY CHOWDHURY, MOHISHILLA COLONY NO- 01, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by Profession House wife Indetified by Mr AJEET KUMAR RAI, , , Son of Mr KAILASH RAI, SIMULTALA NO 1 MOHISHILA COLONY, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by

caste Hindu, by profession Business
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 06-12-2022 by Mr AMIT KUMAR RAI, PARTNER, UNIVERSAL CONSTRUCTION CO, C/o Kabita Enterprise, Block/Sector: Sb Gorai Rd Near Ram Sayer Maidan, Flat No: Asansol, City: Asansol, P.O: Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301

Indetified by Mr AJEET KUMAR RAI, , , Son of Mr KAILASH RAI, SIMULTALA NO 1 MOHISHILA COLONY, P.O: ASANSOL, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100.00/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 940, Amount: Rs.100.00/-, Date of Purchase: 05/12/2022, Vendor name: P Ghanty

Manoj Kumar Mandal ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ASANSOL Paschim Bardhaman, West Bengal e of Registration under section 60 and Rule 69. red in Book - I e number 2305-2022, Page from 216712 to 216726 No 230510145 for the year 2022.



Digitally signed by Manoj Kumar Mandal Date: 2022.12.08 13:08:10 +05:30 Reason: Digital Signing of Deed.

(Mo)

(Manoj Kumar Mandal) 2022/12/08 01:08:10 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ASANSOL West Bengal.

(This document is digitally signed.)