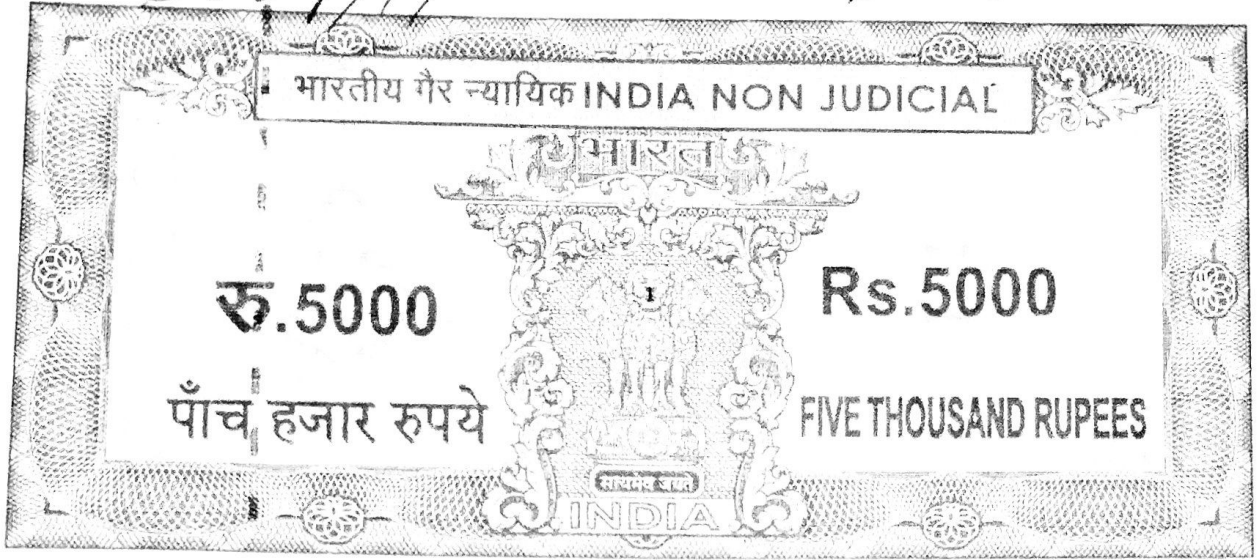


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Certified that the Document
submitted to me for registration
is genuine and correct and that
the same is in conformity with
the original.

GRN 19-201718-001527565-2

Emphorasing

A. di. District Sub-Registrar
Asansol Dist - Paschim Bardhaman

Development Agreement

Query No- 0205-0000719142/17

02 JUN 2017

1. Date: 1st June 2017
2. Nature of Document: Development Agreement
3. Parties: Collectively the following

1. Owners: 1. MD. ESHAN MALLICK @ MD. EHSAN MALLICK (PAN No. AJFPM3967J) S/o Late Abdul Quadir 2. ZARINA KHATOON (PAN No. ALIPK5052H) W/o Md. Ehsan Mallick, by faith Muslim, by occupation business and housewife respectively, both resident of 14/49 Mallick Mansion, G. T. Road, Near Gujrati School, Asansol-713301, PS Asansol(S) Dist. Burdwan of **ONE PART**

Handwritten signature

3.2 Developer: M/S ADITYA INFRA (PARTNERSHIP FIRM within the meaning of the Partnership Act, and having its registered office at 'Ashoka Residency', Ground Floor, Saradapally, Street No 5, Vidyasagar Sarani, Asansol-713304, PS Asansol (S), District Pachim Bardhaman and I.T. PAN AASFA7093H (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)of the **Other Part** represented by Two of its Partners 1) **PRADIP KUMAR JAIN (PAN –ACHPJ3546R)**, son of Lt. Sunder Lal Jain, by faith-Hindu, by occupation Business, residing at Domohani Bazar, P.S Barabani, Dist. Burdwan, P.S. Barabani, Dist. Burdwan and 2) **JAYANTA GHOSH (PAN –AFHPG0920P)** S/o Sri R.N. Ghosh, residing at Radha Nagar Road, Beside Health Center, Bumpur, P.S. Hirapur, Dist. Burdwan of **OTHER PART**.

4. Subject Matter: The "Project" being development of the "Said Property" described in the **Schedule-A** by constructing thereat a complex of multi-storied buildings (hereafter called the "**Complex**") consisting, inter alia, of such self-contained independent portions that can be separately and exclusively used and enjoyed for residential, commercial and semi-commercial purpose (hereinafter called the "**Units**") and spaces for parking of cars and two wheelers (hereinafter called the "**Parking Spaces**"). The Units, the Parking Spaces, both covered and open, servant's quarters, if any, and other areas of the Building and abutting it within the Said Property that may be exclusively used and occupied hereinafter collectively called "**Saleable Areas**".

5. Background:

5.1 By several Deed of Conveyance the Owners herein are the owners of all that piece and parcel of land admeasuring .63 decimals being lying and situated at J. L. No. 20 Mouza Asansol Municipality, P.S. Asansol, District Burdwan more fully described in **Schedule-A** hereto and

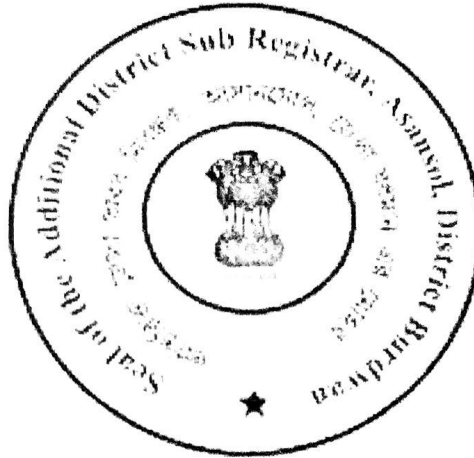
demarcated in red in the plan annexed hereto and hereafter collectively called the "**Said Property**". The said land was purchased as follows:

5.1.1 By a deed of Exchange being No 397 for the year 2000 of RA Calcutta the First Parties acquired 15 Cottah equivalent to 24.50 Decimal of land with structure situated over RS Plot No 23252, 23253 & 23254 under RS Khatian No 13319 of Mouza Asansol Municipality and also acquired 11 Cottah 8 Chittak equivalent to 19.50 Decimal of land in RS Plot No 23253 within Mouza Asansol Municipality by dint of Regd. Deed of Kobala being No 1422 for the year 2006 and 19 Decimal of land over RS Plot No 23253, 23254 of Mouza Asansol Municipality by dint of Regd. Deed being No 3255 & 3256 for the year 2017 of ADSR Asansol from the heirs of Nibaran Chandra Sarkar.

5.2 The Owners has represented to the Developer *inter alia* as follows:

- (a) That the Said Property or any part thereof is not subject to any other mortgage, charge, lien, security and/or guarantee of any nature whatsoever.
- (b) No notices have been issued by the Income-tax Authority nor are any proceedings pending within the meaning of Section 281 of Income-tax Act, 1961 and there is no prohibitory order upon the Owner.
- (c) No prohibitory orders have been issued by any other taxing or revenue authorities prohibiting the Owners to deal with the Said Property.
- (d) There is no order of attachment or injunction order in respect of the Said Property or any part thereof.
- (e) The Owners' has clear and marketable title of the said property
- (f) The Said Property or any part thereof is at present not affected by any requisition or acquisition or any alignment by any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owners.

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0205-2017, Page from 63880 to 63900
being No 020503600 for the year 2017.



Digitally signed by SAURAV
ROYCHOWDHURY
Date: 2017.06.08 16:50:28 +05:30
Reason: Digital Signing of Deed.

Saurav Roychowdhury

(Saurav Roychowdhury) 08-06-2017 16:50:26
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.

(This document is digitally signed.)

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Certified that the Document is
correctly registered. The
signature is correct and the
document is genuine.

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

Query No 0205(193493)/17

Asansol, Dist - Paschim Bardhaman
Addl District Sub-Registrar

02 JUN 2017

[Handwritten signature]

TO ALL TO WHOM THESE PRESENTS SHALL COME. we 1. MD. ESHAN MALLICK @ MD. EHSAN MALLICK (PAN No. AJFPM3967J) S/o Late Abdul Quadir 2. ZARINA KHATOON (PAN No. ALIPK5052H) W/o Md. Ehsan Mallick, by faith Muslim, by occupation business and housewife respectively, both resident of 14/49 Mallick Mansion, G. T Road, Near Gujrati School, Asansol-713301, PS Asansol(S) Dist. Burdwan of **ONE PART** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include heirs, successors-in-interest, legal representatives and/or assigns) hereafter called the "Grantor".

WHEREAS:

- A.** The Grantors are jointly the owners of the "Said Property" described in the **Schedule** and the Developer is ADITYA INFRA, a Partnership firm and having its registered office at "Ashoka Residency", Ground Floor, Saradapally, Street No 5, Vidyasagar Sarani, Asansol-713304, PS Asansol (S), District Pachim Bardhaman (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 **MR. PRADIP KUMAR JAIN** (PAN -ACHPJ3546R), son of Lt. Sunder Lal Jain and **MR. JAYANTA GHOSH** (PAN -AFHPG0920P) son of Sri. R. N. Ghosh residing at 1) Domohani Bazar, Dist. Burdwan and (2) Radha Nagar Road, Bumpur, Dist. Burdwan (hereafter called the "**Attorneys**"), to act as the true and lawful attorneys of the Grantors jointly, for in the name of and/or on behalf of the Grantors and the Attorneys' 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:

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.

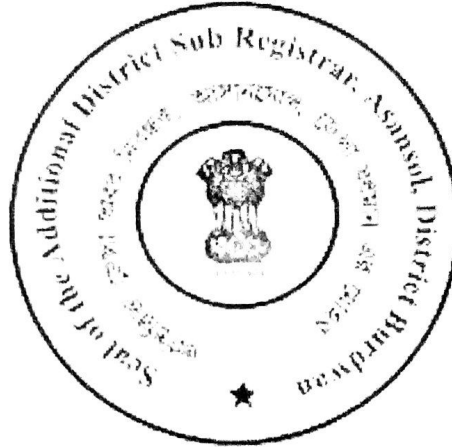
3. To apply for and submit the plans for constructions of the Building/Complex to the Asansol Durgapur Development Authority (hereafter the "**ADDA**") and **A.M.C.** for sanctioning and have the same sanctioned and if so deemed fit and proper, to have the plans submitted and/or sanctioned and/or, as 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.
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, Kolkata Police, 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.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0205-2017, Page from 63949 to 63963

being No 020503604 for the year 2017.



Digitally signed by SAURAV
ROYCHOWDHURY
Date: 2017.06.08 17:06:45 +05:30
Reason: Digital Signing of Deed.

Saurav Roychowdhury

(Saurav Roychowdhury) 08-06-2017 17:06:43
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.

(This document is digitally signed.)