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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 429310

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

Handwritten signature
28.11.2020

Handwritten signature
Addl. District Sub-Registrar
Asansol, Dist. Paschim Bardhaman
23 NOV 2020

8001528118/2020

1/16

e-Query No.

GENERAL POWER OF ATTORNEY

(AFTER REGISTERED DEVELOPMENT AGREEMENT)

KNOW ALL MEN BY THESE PRESENTS, We, (1) SRI ANIRBAN DAS, (P.A.N. AEGPD2941D), Son of Late Nityananda Das, by Faith Hindu, by occupation Business, Nationality Indian, resident of Kalyanpur Housing Estate, House No. AS-2(M)5/IV, P. O. Asansol-5, P. S. Asansol (North), District Paschim Bardhaman, and (2) SRI ARUN KRISHNA BAGCHI, (P.A.N. AEUPB5252P), Son of Sri Bijoy Krishna Bagchi, by Faith Hindu, by occupation

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(Adv)

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Business, Nationality Indian, resident of 'Bagchi House', Gopalpur, P.O. Asansol-4, P.S. Asansol (South), District Paschim Bardhaman, being the Partners of "SATYAM CONSTRUCTION", (P.A.N. AAWFS3073P), a Partnership Firm, having its office at 'Akash Apartment', First Floor, Gopalpur, P.O. Asansol-4, P. S. Asansol (South), District Paschim Bardhaman, hereinafter referred to as the **PRINCIPAL / EXECUTANT** send greetings :-

WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 02.8954 Decimal equivalent to 01.75 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the Principal / Executant herein by virtue of a Deed of Sale dated 10/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 423 to 440, being No. 00296 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Sri Sisir Kumar Shaw, Son of Late Basudeb Shaw and others of Santa, Burnpur for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 0.9703 Decimal equivalent to 0.59 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the Principal / Executant herein by virtue of a Deed of Sale dated 18/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 815 to 831, being No. 00325 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Smt. Sandhya Shaw, Wife of Late Baidyanath Shaw and others of Rabindranagar, Burnpur for the consideration price mentioned in the said Deed of Sale.

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AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 04 Katha 06 Chhatak 42 Sq. Ft. equivalent to more or less 07.3149 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the Principal / Executant herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173114 to 173129, being No. 020508989 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 01 Katha 03 Chhatak 06.34 Sq. Ft. equivalent to more or less 01.9739 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the Principal / Executant herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173199 to 173213, being No. 020508994 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS since after their purchases as aforesaid the Principal / Executant duly recorded its/their name/s in the finally published L.R. Records of Rights in L.R. Khatian No. 1316 and are absolutely and peacefully owning, possessing and occupying their aforesaid properties free from any encumbrances, mortgages, charges, etc. by paying the tax, cess, khajna, etc. as fixed by the concerned authorities from time to time.

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(Anup)

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AND WHEREAS the Principal/Executant intends to develop its/their aforesaid property but owing to personal problems could not undertake development of the said land itself/themselves and in consequence thereto it/they invited offers from prospective Developer/s who are financially sound to undertake construction of a multi-storied building and the Developer **"AASTHA FINANCE & INVESTMENT LIMITED"** agreed to the proposal and offered to undertake the construction of a multi-storied building/apartment at their own costs and the Principal and the Developer have entered into a Development Agreement dated 23/11/2020 with the Developer, i.e., the Attorney herein, which was duly registered before the A.D.S.R. Office, Asansol and recorded in Book No. I, being No. 020506752 for the year 2020 upon the terms and conditions more fully averred in the said Development Agreement.

AND WHEREAS we the Principal/Executant herein, duly appoint, nominate, authorise and constitute **"AASTHA FINANCE & INVESTMENT LIMITED"**, (P.A.N. AAICA6151B), a Public Limited Company, registered under the Companies Act, 1956 (no. 1 of 1956), having its Registered Office at 'Akash Apartment', First Floor, Gopalpur, P.O. Asansol-4, P.S. Asansol (South), District Paschim Bardhaman, and represented by one of its authorised **Director :- Sri Santanu Sarkar**, (P.A.N. BLTPS3251E), Son of Sri Bishnu Pada Sarkar, by faith Hindu, Citizenship Indian, by occupation Business, resident of Kalyanpur Housing Estate, House No. AS-1/4, P.O. Asansol-5, P.S. Asansol (North), District Paschim Bardhaman, **as our true and lawful Attorney** to do and perform or cause to be done or performed all the following acts, deeds and things for us and on our behalf in regard to the land mentioned in the Schedule below including maintaining, managing, looking after, controlling the Schedule mentioned properties as well as for the purpose of transfer/sale/lease out/let out the schedule property either in part or full of the Developer's / Attorney's allocated portion more fully described in the

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(Adv)

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said Development Agreement.

AND WHEREAS in the circumstances and on the basis of the said understanding as settled and agreed between us and our said Attorney we think it proper to execute this Deed of General Power of Attorney authorizing our said Attorney to carry out the constructions of the said multi-storied building upon our said land/property in exercise of the following powers conferred upon our said Attorney by us.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. To look after, manage and supervise the said land and property for us and on our behalf and to take all appropriate steps for preserving our right, title, interest and possession over the said land/property.
2. To raise/erect a multi-storied building consisting of self contained flats, parking spaces and/or garages, etc. upon the schedule mentioned land with the help of good quality building materials and by taking assistance of engineering expert for us and on our behalf in accordance with the Building Plan and Site Plan as sanctioned by the Asansol Municipal Corporation.
3. To submit, if required, revised/amended site plan and building plan duly prepared through competent person/planner/Civil Engineer before the authority of Asansol Municipal Corporation or such other competent authorities after signing the same for us and on our behalf for the purpose of construction / erection of such multi storied building / apartment upon the schedule mentioned land and to deposit the requisite fees for getting the said plan sanctioned in our names and to collect the receipts for us and on our behalf. In this connection our said Attorney shall be able to sign and execute all other papers, documents, applications, forms, affidavits, etc. for us and on our behalf.

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(Sd/-)

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4. To spend money for such construction of the building according to the Developer's / Attorney's discretion and at their own costs and expenses.
5. To pay various deposits to the Asansol Municipal Corporation and other concerned Authorities as may be necessary for the purpose of carrying out the development work on the said land and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual receipts in our names and on our behalf in connection with the refund of such deposits.
6. To submit any other building plan for addition, revision, modification, alteration/extension and/or conversion into a commercial space as and when required after signing the same for us and on our behalf in connection with the said proposed building before the office of Asansol Municipal Corporation or such other competent authorities and to get it sanctioned/approved from the said authorities concerned by taking all necessary steps in this regard for us and on our behalf and to raise all further overhead structure on the top roof of the proposed building in accordance with law and in strict compliance of the building plan if so sanctioned/ approved by the authorities concerned.
7. To take all measures for obtaining water connections and electric connections/line and meter in the proposed building from Asansol Municipal Corporation and West Bengal State Electricity Distribution Company Limited and/or India Power or any other concerned authorities by signing all necessary papers, documents, applications, forms, affidavit with the right to submit the same before the authority concerned for us and on our behalf and to pay/deposit all amounts of money towards costs, fees, etc.
8. To enter into any agreement or contract with any person for selling the said flat/flats, etc. (except the property/flats allotted in our favour as detailed in the Development Agreement) in the proposed multi-storied building/apartment to such

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(Sd/-)

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party or parties and on such terms as our said Attorney thinks fit and proper and will also be competent to execute all agreements/contracts relating to such transfers by receiving advance money or consideration price.

9. To sign and execute all agreement for sale and sale deeds for us and on our behalf transferring all our right, title and interest in respect of the said property/flats, etc. (excepting our allocations as detailed in the Development Agreement) in favour of all transferees on receipt of considerations by the Developer/Power of Attorney holder which may be mentioned in all such conveyances and to present the said agreement for sale and sale deed/s before the appropriate registering authority for getting the same registered on our behalf and to sign our names therein.

10. In connection with such registration our said Attorney shall be competent to sign and execute all other relevant papers, documents, forms, notices, etc. at the Registration Office which shall be found essential in this regard for us and on our behalf.

11. To hand over possession of the property/flat/flats, etc. so sold to the transferee/s for us and on our behalf.

12. To represent us before all the offices, authorities and departments of the State Govt./Central Govt. and in other private and public offices and to submit all petitions, returns, plaints and statements, forms, affidavits, including the office of the S.D.L. & L.R.O., Asansol, A.D.D.A, Asansol Municipal Corporation for obtaining conversion, mutation, NOC, etc. as and when required by executing the same for us and on our behalf.

13. To file suits, claims, and other legal proceedings in all Courts such as Civil, Criminal, Revenue and other Statutory Authority and Tribunals for us and on our behalf by signing all Plaints, Caveats, Written Statements, Petitions, Verifications, Affidavits, etc. and to pursue all such legal proceedings by appointing Lawyers,

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Imrap
(A.D.A.)

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Advocates, Counsels, and Solicitors by executing necessary Vokatnama and other powers for us and on our behalf and to file all Motions, Revisions, Appeals, Writ petitions, etc. against all Judgements, Orders and Decrees which may be passed by any Court and/or Judicial and Quasi Judicial Authorities in appropriate Higher Court or Courts including the Writ Court and to defend us in like manner against all Suits, Cases, Legal Proceedings, Revisions, Motions, Appeals, etc. which may be brought against us in connection with our said property at the costs of the Attorney / Developer.

14. To pay all taxes, rates, rents, charges, etc. in connection with the schedule mentioned properties from the date of execution of this General Power of Attorney and bear all the necessary costs and expenditures for the construction of the said multi-storied apartment and the costs and expenses for the sanction of the building plan, site plan, electric connection, water connection, etc.

15. To sell, transfer, mortgage, lease, gift, exchange, or allot and transfer the flat/s or any other structures or portion thereof in the said proposed multi-storied building (excepting our allocations of the property as detailed in the Development Agreement) including proportionate undivided land share / interest in the said land to any person including mortgaging any of the property by any prospective buyers before any Private or Public or Commercial Banks, financial institutions, organisations, etc. at such price and on such terms and conditions as the Attorney/Developer may think fit and proper subject to any terms that may be imposed by any authority.

16. And generally to do everything what we could do legally for us and on our behalf and we undertake to ratify and confirm all such acts, deeds and things what will be lawfully done by our said Attorney in exercise of the General Power of Attorney hereby conferred.

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(Adv)

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17. It is also stated that this Deed of General Power of Attorney is only for the purpose of development and construction and promotion of the multi-storied building, transfer of the flats, etc. (excepting our allocations of the properties as detailed in the Development Agreement) to the intending buyers/purchasers and administration for development works as well as formation of the Society to manage the flat owners/occupiers.

18. AND WE HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the schedule mentioned landed properties by virtue of these presents.

19. THAT be it expressly stated that this deed does not constitute/create/assume at all any kind of transfer and enjoyment of the schedule mentioned land in favour of our said Attorney and this General Power of Attorney is revocable.

:THE SCHEDULE ABOVE REFERRED TO:

In the District of Paschim Bardhaman, P.S. Asansol (South), Addl. Dist. Sub-Registry Office Asansol, **Mouza Batoria**, J.L. No. 08, under the limits of Asansol Municipal Corporation, Ward No. 55 (previous Ward No. 31), all that piece and parcel of raiyati Bastu land measuring in total **07 Katha 15 Chhatak 23.14 Sq. Ft.** equivalent to more or less 13.1545 Decimal comprised in part of **R.S. & L.R. Plot No. 54 (fifty four)** under **L.R. Khatian No. 1316**, including the more than 25 years old tile-shed structures standing thereon measuring covered area 100 Sq. Ft. with all easement rights attached thereto is hereby handed over for development.

The aforesaid property is butted and bounded by :

On the North : Property of others.

On the South : Road.

On the East : Property of others.

On the West : Road thereafter Satsang Block-F.

Imap
(Adv)

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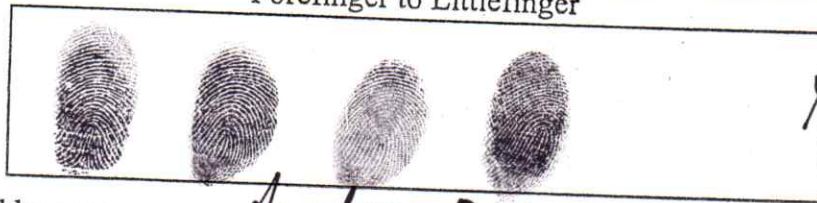
Littlefinger to forefinger



Thumb



Forefinger to Littlefinger



Right Hand



Finger Print attested by me :

Anubhav Das.

Thumb



Littlefinger to forefinger

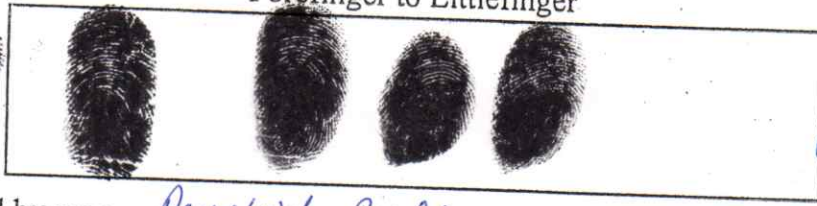


Left Hand

Thumb



Forefinger to Littlefinger



Right Hand



Pran Krishna Bagchi

Finger Print attested by me :

Pran Krishna Bagchi

Thumb



Littlefinger to forefinger



Left Hand

Thumb



Forefinger to Littlefinger



Right Hand



Sarlam Sarma

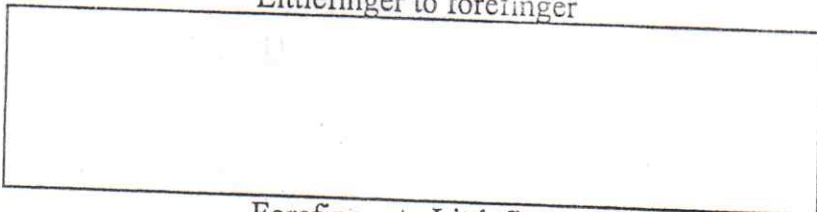
Finger Print attested by me :

Sarlam Sarma

Thumb



Littlefinger to forefinger

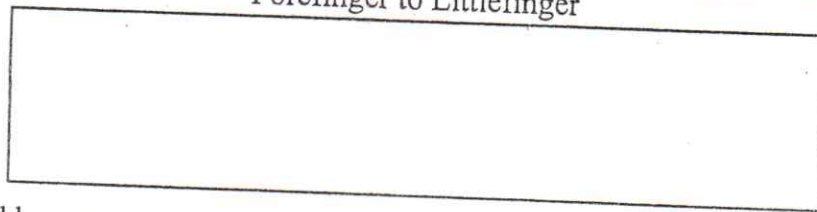


Left Hand

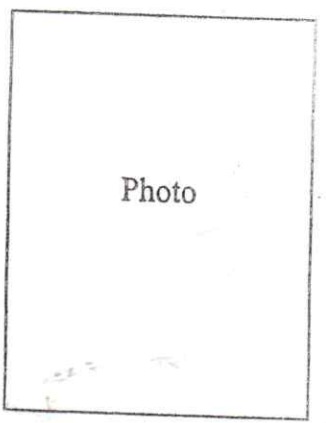
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Right Hand



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Finger Print attested by me :

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IN WITNESS WHEREOF the parties hereto sign and execute this Deed of General Power of Attorney on this the 23rd day of November, 2020 at Asansol in presence of the following witnesses.

WITNESSES:-

1. *Prasanta Kumar*
510/1 Gogunchar
Rambardh.
P O Bampurw. 713325
Dt Paschim Bardhaman.

Satyam Construction

Arumbar Das.

Pranvisha Bagchi

Partner

SIGNATURE OF THE PRINCIPALS

2. *Sulnata Das*
(Advocate)
Asansol Court.

Aastha Finance & Investment Limited

Santanu Das

Director

SIGNATURE OF THE ATTORNEY

Drafted and prepared by me as per the instructions of the Principals.

Sulnata Das
Advocate, Asansol Court.

Enrol. No. WB/1116/1999.

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0205-2020, Page from 154403 to 154424
being No 020506756 for the year 2020.



Hillol Ghosh

Digitally signed by HILLOL GHOSH
Date: 2020.12.10 12:45:36 +05:30
Reason: Digital Signing of Deed.

(Hillol Ghosh) 2020/12/10 12:45:36 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.

(This document is digitally signed.)