

5609/22

I. 5617/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document.

Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri.

07 JUN 2022

Sankosh Agarwal

Aadya Construction

Loyal Kumar Agarwal
Partner

AE 960782

DEVELOPMENT POWER OF ATTORNEY

(EXECUTED IN RESPECT OF THE DEVELOPMENT AGREEMENT)

THIS INDENTURE IS MADE ON THIS THE 7th DAY OF JUNE
2022 (TWO THOUSAND TWENTY TWO).

Contd..P/2



Santosh Agarwal
Aadya Construction
Sujit Kumar Agarwal
Partner

KNOW ALL MEN BY THESE PRESENTS THAT I,

SRI. SANTOSH AGARWAL, [PAN No. **AFEPA9270M**] (Aadhar No. 3653-0636-8296) Son of Late Ramphal Agarwal, Hindu by faith, Indian by nationality, business by occupation, resident of Bhagwati Apartment-II, Third Floor, Pranami School Road, Post Office - Siliguri and Police Station - Bhaktinagar, Pin-734001, District-Jalpaiguri (in the state of West Bengal), India - hereinafter called the '**PRINCIPAL**' does hereby declare that,

WHEREAS **Sri Santosh Agarwal**, Son of Late Ramphal Agarwal of Siliguri became the absolute Owner of the said land area measuring **6 Katha 4 Chhatak** more or less (within specific boundaries) under the Mouza-**Dabgram**, Pargana Baikunthapur, recorded in R.S Khatian No. 483/9 and 490/1 correspondence to L.R Khatian No. 841, comprised in R.S Plot No. 253 and 235 correspondence to L.R Plot No. 196, situated within Pargana - Baikunthapur, J. L No. 02, Sheet No. 9 (R.S) and 51 (L.R), situated at **Iskon Mandir Road**, Dist. Jalpaiguri, within Ward No. **40** of Siliguri Municipal Corporation, in the state of West Bengal, more fully described in the schedule hereunder written (herein after referred to as "the said premises")



AND WHEREAS the Principal herein has decided to develop the said premises by constructing a multistoried building thereon and sell the units comprised therein to prospective purchasers and have for such purpose entered into a registered Development Agreement, being No. **I-071105607** on **07/06/2022**, duly registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri with a Developer namely "**AADYA CONSTRUCTION**", (PAN No. **AAFYA5243K**) a partnership firm, having office at Asmi Kunj, Jatin Das Sarani by Lane, Ashrampara, Pin-734001, Siliguri, P.O. & P.S. Siliguri, Dist-Darjeeling, constituted by one of its partner, **SRI SUJIT KUMAR AGARWAL**, Son of Late Raj Kumar Agarwal, [AADHAR NO. 2360-6909-2332] Hindu by religion, Indian by nationality, businessman by occupation, resident of Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN - 734001, in the State of West Bengal, India and for the Development/Construction of a multistoried building at the said premises at its own cost upon terms and conditions as mentioned therein.

Sanjiv Kumar Agarwal
 Aadya Construction
 Partner

WHEREAS in terms of the said agreement I, the Principal have further agreed to confer certain necessary powers upon the partner of the said firm for facilitating the construction of the proposed new building at the said premises and to do the matters related and incidental thereto.

NOW THEREFORE BY THESE PRESENTS I, do hereby nominate, constitute and appoint, **AADYA CONSTRUCTION**, a partnership firm, having its office at Asmi Kunj, Block-B, Ashrampara, Post Office and Police Station - Siliguri, represented in these present by one of its partner, **SRI. SUJIT KUMAR AGARWAL**, (Son of Late Raj Kumar Agarwal, resident of Asmi Kunj, Ashrampara, Siliguri, P.O & P.S Siliguri, Pin - 734001, District Darjeeling), as my true and lawful **ATTORNEY** for me, in my name and on my behalf to inter alia, do and perform the following acts, deeds and things:-

1. To work, manage, look after and develop, control, invest and supervise all the affairs in respect of the proposed multi-storied building and construction on the below schedule property as per sanction plan, approved by the Siliguri Municipal Corporation, Siliguri and other sanctioning authorities.

To appear and to represent me before all Courts, Civil, Criminal, Revenue Collectorate, Settlement, Land Reforms, L.A, Collectorate, Siliguri Municipal Corporation, SJDA, Treasury, Registry and Sub Treasury Office, GST, Income Tax, Marketing Tax, Turn Over Tax, Govt. or Semi-Govt. Department, Settlement & Land Reform Office, Municipal Corporation office and before all other offices of Government both Central/State, statutory bodies, agencies, business houses in respect of any matter related to the developing and/or construction of the multistoried buildings over the aforesaid below scheduled land by the Developer, the attorney shall sign, execute, deposit, submit all such necessary and required papers, documents in my name and on my behalf.

3. To prepare, sign and submit/deposit the LUCC, site plan, building plan before the sanctioning authorities namely Siliguri Jalpaiguri Development Authority (SJDA), Siliguri Municipal Corporation (SMC), Aviation Department, Fire Department and other government departments, bodies, agencies and thereafter obtain the respective consents, licenses,



Sandesh Agarwal
Aadya Construction
Suyit-Kumar Agarwal
Partner

permissions, authorizations, certifications and approvals and after getting the building plan sanctioned shall start the construction works on the below scheduled land.

4. To pay all charges, fees as may be levied either by Siliguri Municipal Corporation, Siliguri, Siliguri Jalpaiguri Development Authority and other government department, bodies, agencies for getting the building plan sanctioned of the aforesaid below scheduled land.
5. To deposit Municipal Taxes, Ground taxes, before the appropriate authority and concerned office in respect of my below described landed-property in my name and on my behalf.
6. To make all sorts of arrangements for the purpose of constructional work and to develop the below property by engaging labour, masons, engineer and other persons in respect of the below scheduled property and to carry out all costs, charges and expenses in all respects for all the items of works for the development of said property including laying-out of drainage, other layout, cables, water pipe and other connection and lightening of passage/roads of the building and other items as per the terms and conditions imposed by the Siliguri Municipal Corporation while sanctioning the plan and also other items of works as may be required to be carried out for the purpose of making the below scheduled land fit for construction of said proposed residential building and structures thereon.
7. To bear all costs for the purpose of the constructional work as per sanction plan on the below schedule land which will not be payable to the Attorney at any point of time by me or by my any legal heirs.
8. To put and display advertisement board in the name of **"AADYA CONSTRUCTION"** for the purpose of transferring flats/commercial spaces and others constructed area of the building from the Developer's allocation in some conspicuous place upon the below schedule land.



Santosh Agrawal

Aadya Construction
Sayid-Muhammad Agawal
Partner

9. To negotiate on terms for and to agree and enter into and conclude any agreement of Sale/Transfer/lease and to sell/transfer/leased out any and all units/flats/commercial spaces of the new proposed building at the said premises comprising the area demarcated as the "Developer's Allocation" as per the provision of the Development Agreement unto and in favour of any purchaser or purchasers or transferee/s at such price which my said attorney and in his absolute discretion, thinks proper and to receive earnest money and advance from such purchaser/s.
10. To receive any amount, either as *baina*/Earnest money or the entire sale-consideration in respect of the different constructed portion i.e. flats, commercial spaces, car parking spaces of the proposed multi-storied building from the "Developer's Allocation" as per the aforesaid Development Agreement, i.e. except the allocation provide to me of the building according to the terms of the agreement, from the intending Purchaser/s and to give effectual receipts admitting and acknowledging payment of advance or part consideration and entire consideration money from the intending purchaser or purchasers and/or Banks, LIC Housing Finance Ltd, or any other institutions for and on behalf of said purchasers of the flats, car parking spaces with respect to the allotments stands in the name of Developer in terms of agreement in the proposed building, allocation, which are specifically mentioned therein in "Developer's Allocation".
11. To handover the actual, physical land 'khas possession of different constructed portion of the proposed construction from the "Developer's Allocation" as per the Agreement to be raised on the below described land to those intending purchasers.
12. To inspect any document, to enter into the agreement in relation to the "Developer's Allocation" with the intending Purchaser/s of the proposed building with respect to the below schedule property.
13. To execute any Agreement for Sale, mortgage, lease, Deed of Conveyance or any transfer deed in my name and on my behalf in respect of any unit/flat/commercial space/garage from the Developer's Allocation comprised in the said new building along with the proportionate share of the



Sanjay Agarwal
Aadya Construction
Sybil Kumar Agarwal
Partner

said premises (land as described herein below) and to present such Deed and any document in respect thereof at the concerned Sub-Registry Office and to complete the sale in all respects, including delivery of possession of the units thus sold leaving the 'Owner's Allocation' as per the Development Agreement. Apart from the above clear stipulation, it has been clearly understood and noted that for the purpose of execution and registration of the proposed Deeds of Sale (Conveyance) or mortgage, lease, any transfer deed in respect of "Developer's Allocation", the signature of the Principal will not be required at any point of time and the signature of the Attorney Holder will suffice all purpose and respect.

14. To enter into any separate contract or agreement with the Architects or Engineer as may be required for the said building construction and pay their remunerations etc.

15. To apply for temporary and permanent electric connection, if required for the purpose of construction of said proposed building and make necessary payments /expenses thereof.



16. To deliver vacant possession for said Flats, commercial spaces, Car parking spaces etc, to the intending purchasers/transferees from the Developer's Allocation after or before the completion of the required registered instruments/deeds for myself and on my behalf.

17. To issue 'No Objection' to the intending Buyer(s)/Purchaser of the different constructed areas of the buildings from the Developer's allocation for the purposes of obtaining electricity supply directly from the W.B.S.E.D.C. Ltd in the name of those intending Buyer(s)/ Purchasers as per the choice of the intending Buyer(s)/Purchasers.

18. To appoint any Advocate or Deed-Writer/Scribe to prepare the proposed deed of sale/transfer in respect of the developer's area, as specifically mentioned in the "Developer's Allocation" of the Deed of Agreement in my name.

Sonali Aggarwal
 Aadya Construction
 Sugil-Kumar Aggarwal
 Partner

AND GENERALLY for me and on my behalf to do all acts, deeds, matters and things as may be required to give effect to the true meaning and intent of these presents, and I hereby ratify and agree to ratify and confirm all acts whatsoever my said Attorney shall do or cause to be done by virtue of this Power of Attorney, shall be construed as acts done by me personally.

AND I (i.e. the Principal herein), **HEREBY RATIFY** and confirm and also agreeing to ratify and confirm all such acts, matters or things which my said Attorney, shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the matters pertaining to the said premises described in the schedule hereunder written and the construction to be made therein by virtue of this Power of Attorney notwithstanding no express power on that behalf is herein provided.



SCHEDULE OF THE LAND
PROPOSED TO BE DEVELOPED

All that piece or parcel of homestead land measuring **6 Katha 4 Chhatak** more or less, recorded in R.S Khatian No. **483/9** and **490/1** correspondence to L.R Khatian No. **841**, comprised in R.S Plot No. **253** and **235** correspondence to L.R Plot No. **196**, R.S Sheet No. **09** correspondence to L.R Sheet No. **51**, situated within Pargana Baikunthapur, Mouza - **Dabgram**, J.L. No. 02, Additional District Sub-Registrar Office Rajganj (presently Bhaktinagar), Dist. Jalpaiguri, Pin-734006, Post Office - Sevoke Road and Police Station - Bhaktinagar, within Ward No. **40** of Siliguri Municipal Corporation, **Iskon Mandir Road**, Siliguri, in the state of West Bengal. (Present classification and use of land: Bastu; Proposed use of land: Bastu)

The said premises is butted and bounded as follows:-

By the North : By Land of Prasanta Achar & Arjun Gupta;
 By the South : By 35 Ft' Wide Siliguri Municipal Corporation Road;
 By the East : By 18 Ft' Wide Siliguri Municipal Corporation Road;
 By the West : By Land of Arjun Gupta;

IN WITNESSES WHEREOF, the Principal/Executor of this indenture executes this Power of Attorney do hereby set and subscribe their hands, seals & signatures on this the day of 07th, JUNE 2022.

WITNESSES:-

1. Rajesh Kumar Dey
S/o Late Ganesh Ch. Dey
Saharmayan, Siliguri

Santosh Agarwal
.....
(PRINCIPAL/EXECUTOR)

2. Shelham Barf
S/o LT Subash Barf
S/W Ahmed Road
Bidadipore
Siliguri

I accept the Power

Aadya Construction
Suyil Kumar Agarwal
Partner

.....
(Attorney Holder)

Drafted typed and explained by me in
my office:

Nikhil Shah
.....
Advocate, Siliguri
Enrolment No.
F/1061/1367/2017



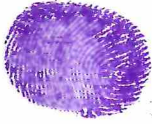
PRINCIPAL/EXECUTANT

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Santosh Aggarwal</i>					
					

Santosh Aggarwal

SIGNATURE

ATTORNEY HOLDER/CLAIMANT

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Aadya Construction <i>Sujit Kumar Agawal</i> Partner					
					

Aadya Construction
Sujit Kumar Agawal
Partner

SIGNATURE

Major Information of the Deed

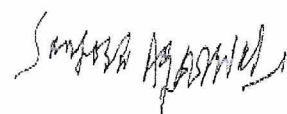
Deed No :	I-0711-05617/2022	Date of Registration	07/06/2022
Query No / Year	0711-8001705475/2022	Office where deed is registered	
Query Date	07/06/2022 2:44:34 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Debasish Chakraborty Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7319069353, Status :Advocate		
Transaction		Additional Transaction	
[0138] Sale, Development Power of Attorney after Registered Development Agreement			
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,18,12,497/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 100/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 071105607/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Iskon Mandir Road (Word no.40), Road Zone : (Ward No. 40 -- Ward No. 40) , Mouza: Dabgram Sheet No - 9, Pin Code : 734006

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-253	RS-483/9	Bastu	Bastu	2 Katha	1/-	37,79,999/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road, , Project Name :
L2	RS-235	RS-490/1	Bastu	Bastu	4 Katha 4 Chatak	1/-	80,32,498/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road, , Project Name :
		TOTAL :			10.3125Dec	2 /-	118,12,497 /-	
	Grand Total :				10.3125Dec	2 /-	118,12,497 /-	

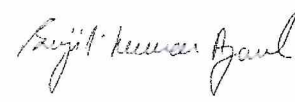
Principal Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri SANTOSH AGARWAL (Presentant) Son of Late RAMPHAL AGARWAL Executed by: Self, Date of Execution: 07/06/2022 , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	07/06/2022	LTI 07/06/2022	07/06/2022	
BHAGWATI APARTMENT-II, THIRD FLOOR, PRANAMI SCHOOL ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx0M,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 07/06/2022 , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Office				

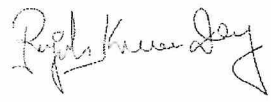
Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	AADYA CONSTRUCTION ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.: AAxxxxxx3K,Aadhaar No Not Provided, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri SUJIT KUMAR AGARWAL Son of Late RAJ KUMAR AGARWAL Date of Execution - 07/06/2022, , Admitted by: Self, Date of Admission: 07/06/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Jun 7 2022 3:41PM	LTI 07/06/2022	07/06/2022	
ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided Status : Representative, Representative of : AADYA CONSTRUCTION (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rajesh Kumar Dey Son of Late Ganesh Ch Dey Samar Nagar, City:- , P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	07/06/2022	07/06/2022	07/06/2022
Identifier Of Shri SANTOSH AGARWAL, Shri SUJIT KUMAR AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SANTOSH AGARWAL	AADYA CONSTRUCTION-3.3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri SANTOSH AGARWAL	AADYA CONSTRUCTION-7.0125 Dec

Land Details as per Land Record

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Iskon Mandir Road (Word no.40), Road Zone : (Ward No. 40 -- Ward No. 40) , Mouza: Dabgram Sheet No - 9, Pin Code : 734006

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 253, RS Khatian No:- 483/9		
L2	RS Plot No:- 235, RS Khatian No:- 490/1		

On 07-06-2022

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 13:16 hrs on 07-06-2022, at the Office of the A.D.S.R. BHAKTINAGAR by Shri SANTOSH AGARWAL ,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 1,18,12,497/-

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

Execution is admitted on 07/06/2022 by Shri SANTOSH AGARWAL, Son of Late RAMPHAL AGARWAL, BHAGWATI APARTMENT-II, THIRD FLOOR, PRANAMI SCHOOL ROAD, P.O: SILIGURI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Rajesh Kumar Dey, , , Son of Late Ganesh Ch Dey, Samar Nagar, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 07-06-2022 by Shri SUJIT KUMAR AGARWAL, PARTNER, AADYA CONSTRUCTION, ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr Rajesh Kumar Dey, , , Son of Late Ganesh Ch Dey, Samar Nagar, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 102, Amount: Rs.100/-, Date of Purchase: 02/06/2022, Vendor name: B R Ghosh

Tulsi Lama

Tulsi Lama
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2022, Page from 140515 to 140529
being No 071105617 for the year 2022.



Digitally signed by TULSI LAMA
Date: 2022.06.09 13:00:56 +05:30
Reason: Digital Signing of Deed.

Tulsi Lama

(Tulsi Lama) 2022/06/09 01:00:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)