

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL 0-8-368999/25 AL 363197

10.00

Registration The enursment is admitted to Registration. The enursment sheatle and Signature sheatls attuched to this document are the part of this document.

Addl. Dist. Sub -Pegistrar TAMLUK

- 6 FEB 2025

# DEVELOPMENT POWER OF ATTORNEY

STATE-WEST BENGAL

(A) Ser

THIS DEVELOPMENT POWER OF ATTORNEY is executed at Tamluk, Purba Medinipur on this 6th day of February, 2025 (Two Thousand Twenty Five)

# KNOWN ALL MEN BY THESE PRESENTS,

I, SK MUDASSIR AHMED (AADHAAR NO-4073 1051 2605, PAN-ANDPA1389C), son of Sekh Mohammad Arif, residing at Padumbasan, Ward No-10 of Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Muslim, by occupation-Business, hereinafter referred to and called as the "FIRST PARTY/ OWNER/ VENDOR/PRINCIPAL" (which expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include his respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the ONE PART;

### AND

"SHREE BISHNU INFRASTRUCTURE" from the registered office premises at Padumbasan, Ward No-6, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin Code-721636, represented by the partners namely –

- SATYAJIT ROY (AADHAAR NO-7516 3977 5009, PAN-AQAPR8293E), son of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business,
- ALPANA ROY (AADHAAR NO-3514 1164 8130, PAN-FZFPR1313L), wife of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business,

hereinafter referred to and called as the "ATTORNEY HOLDER/SECOND PARTY" (which expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors in interest, assigns, administrators, executors and assigns) of the OTHER PART;



whereas I, the LANDOWNER, am the absolute owner of all that piece and parcel of land, fully and particularly mentioned in the schedule of this deed and described herein below. I am well seized and possessed of the same as the absolute owner, without any interruption from any corner whatsoever, and free from all encumbrances. However, having decided to develop the said property, I was unable to construct a building due to compelling reasons, and a lack of technical expertise.

AND WHEREAS I have entered into a Development Agreement on the 6th day of February, 2025, with "SHREE BISHNU INFRASTRUCTURE", having its registered office at Padumbasan, Ward No. 6, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin Code-721636, represented by its partners, SATYAJIT ROY & ALPANA ROY, for the development of the said land by constructing a multi-storied building thereon, in accordance with the terms, conditions, and stipulations set forth in the said Development Agreement dated 6th day of February, 2025, which was duly registered at the office of the Additional District Sub-Registrar, Tamluk, bearing No. 876 of 2025.

AND WHEREAS one of the conditions contained in the said agreement requires that I, the First Party, grant a Development Power of Attorney in favor of the Developer to carry out the development work, transfer the flats/garages/units from the Developer's Allocation to intending purchasers as mentioned in the said Development Agreement dated 06.02.2025, and execute and register other necessary deeds and documents for the completion of the development work.

Now, therefore, I hereby appoint the said Developer, described hereinabove as the **Second Party**, as my true and lawful Attorney, vesting in them the powers and authority to act and perform in accordance with the terms and conditions contained herein.



# TERMS AND CONDITIONS OF DEVELOPMENT POWER:-

- To look after, manage, control, supervise, and protect the said property mentioned in the schedule below in such a manner as my said Attorney deems fit and proper.
- 2. To undertake necessary drafting work, including the preparation of the Building Plan, site plan, floor plans, Completion Plan, Amalgamation Plan, and structural specifications for the construction of a multi-storied building on the said property, as well as any revised or new plans. To sign all such building plans, site plans, floor plans, Completion Plans, and specifications, including any revised, new, additional, or alteration plans, and to submit the same before the concerned Municipal Authority and/or other authorities for sanction. To fulfill all formalities and obligations related to obtaining such sanctions and to sign the Deed of Rectification, Deed of Declaration, and Deed of Amalgamation, as required. Additionally, to receive all sanctioned plans, including the Building Plan, Addition Plan, Alteration Plan, Completion Plan, and Completion Certificate, from the concerned Municipal Authority and/or other authorities, providing proper acknowledgment and/or receipts as necessary.
- 3. To appear before and represent me at the office of the B.L.&L.R.O., S.D.L.&R.O., A.D.M. (L.R.), D.L.&L.R.O., District Collector, Revenue Inspector, and the Urban Land (Ceiling and Regulations) Authority concerning landrelated matters and all other applicable acts, statutes, laws, rules, and byelaws in connection with the development of the said property.
- 4. To negotiate the sale or disposal of the Developer's Allocation, as specified in the Development Agreement dated 06.02.2025, bearing No. 876 of 2025, and for development work concerning the entire scheduled property described herein, including both the Owner's Allocation and the Developer's Allocation. To negotiate the proportionate share in the land on which the multi-storied building will be constructed, together with all easement and other rights and appurtenances. My said Attorney may engage in such negotiations at their



discretion and execute necessary agreements, contracts, and other documents related to the sale or disposal of the Developer's Allocation.

- 5. To receive all payments, including earnest money, initial payments, instalments, or full consideration amounts, in connection with the sale, lease, or disposal of flats, units, or portions of the multi-storied building belonging to the Developer's Allocation as per the Development Agreement. To issue valid receipts and discharges in this regard.
- 6. To appoint engineers, architects, surveyors, supervisors, caretakers, masons, carpenters, electricians, plumbers, labourers, security personnel, and other required professionals for the construction, supervision, and completion of the multi-storied building. To determine their wages, fees, or remuneration and to dismiss or reappoint any personnel as deemed necessary.
- To apply to the appropriate authorities for cement, iron, steel, and other
  construction materials required for the said multi-storied building and to
  procure them at prices and terms determined by my said Attorney.
- To apply to the appropriate authorities for electrical, sanitary, water supply, drainage, and sewerage connections, either temporary or permanent, for the said multi-storied building.
- To pay or ensure the payment of all municipal taxes and other dues related to the said property during the construction of the multi-storied building.
- 10. In accordance with the Development Agreement, to sign and execute all conveyances, leases, tenancy deeds, and other transfer documents related to the Developer's Allocation, including proportionate shares of the land. To execute, register, and admit receipts of consideration, ensuring compliance with the applicable legal provisions.
- 11. In the event of acquisition or requisition of the said land or the multi-storied building, either by the State Government or the Central Government, to file



- objections, appoint legal representatives, and take necessary legal actions, including signing retainers, warrants of attorneys, and Vakalatnamas.
- 12. To make representations before Government bodies, Military authorities, Railways, public organizations, and any other authorities concerning the said property and its development.
- 13. To initiate, defend, or continue legal proceedings, including suits, appeals, and other legal actions, within and outside the Union of India, in any civil, criminal, or revenue court. To appoint legal representatives, sign legal documents, file appeals, execute decrees, and receive payments from any court or official authority.
- 14. To adjust, settle, or compromise any disputes, claims, or accounts concerning my property, building, or related documents in a manner deemed appropriate by my said Attorney.
- 15. To execute and register necessary Deeds of Conveyance in favour of prospective purchasers, present such conveyances for registration, and complete all formalities related to the transfer of the Developer's Allocation under the Development Agreement.
- 16. Generally, to undertake all other acts, deeds, and matters necessary for the development of the project and transfer of Developer's Allocation as effectively as I could have done personally.
- 17. The Developer shall have no right to transfer the Land Owner's Allocation, and vice versa. For clarity, the allocations of both the Land Owner and the Developer are reiterated below:

# (LAND OWNER' ALLOCATION)

The Land Owner shall get the following Garage & flats & Spaces of the proposed G+4 Storied Building to be constructed over the land mentioned in the



"SCHEDULE" with the undivided proportionate share of land and other easement rights attributable thereto in the said Premises;

- a. One Four Wheeler Parking Space bearing no. 1 at the Ground Floor
- b. One 70 Square feet Carpet Area at the Ground Floor.
- c. one 2BHK Flat No. 1A (905 Sq. Ft. more or less) at 1st Floor.
- d. one 1BHK Flat No. 1B (625 Sq. Ft. more or less) at 1st Floor.
- e. one 3BHK Flat No. 1C (1250 Sq. Ft. more or less) at 1st Floor.
- f. one 2BHK Flat No. 2A (905 Sq. Ft. more or less) at 2th Floor.
- g. Along with the right to Park four bikes at the bike parking space at the Ground Floor

## (DEVELOPER'S ALLOCATION)

Save and except the Land Owner' allocation, the Developer will be entitled to the rest portion of the total saleable area of the said proposed G+4 Storied building, along with the undivided proportionate share of land and common areas attributable thereto in the said Premises i.e.

- a. Rest of all Four Wheeler Parking Space at the Ground Floor
- b. Rest of the Free Spaces at the Ground Floor.
- c. Bike Parking Spaces at the Ground Floor.
- d. one 1BHK Flat No. 2B (625 Sq. Ft. more or less) at 2nd Floor.
- e. one 3BHK Flat No. 2C (1250 Sq. Ft. more or less) at 2nd Floor.
- f. one 2BHK Flat No. 3A (905 Sq. Ft. more or less) at 3rd Floor.
- g. one 1BHK Flat No. 3B (625 Sq. Ft. more or less) at 3rd Floor.
- h. one 3BHK Flat No. 3C (1250 Sq. Ft. more or less) at 3rd Floor.

Cappy of the Company of the Company

- i. one 2BHK Flat No. 4A (905 Sq. Ft. more or less) at 4th Floor.
- j. one 1BHK Flat No. 4B (625 Sq. Ft. more or less) at 4th Floor.
- k. one 3BHK Flat No. 4C (1250 Sq. Ft. more or less) at 4th Floor.
- 1. Terrace Amenities Apartment
- 18. And I hereby agree to ratify and confirm all acts whatsoever that my said attorney shall lawfully do, execute, or perform, or cause to be done, executed, or performed, in connection with the schedule of property and the sale of the flats/shops/garages forming part of the Developer's Allocation in the proposed building to be constructed, together with the undivided proportionate share of land, by virtue of this deed and in conformity with the Development Agreement dated 06.02.2025, notwithstanding the absence of any express power provided herein.
- 19. No monetary consideration is being conveyed through this Power of Attorney.
- 20. This Power of Attorney is revocable at the instance of all parties involved in this Deed. Otherwise, it shall stand cancelled upon the completion of the entire project and the sale of the Developer's Allocation as mentioned in the Development Agreement dated 06.02.2025.

### SCHEDULE ABOVE REFERRED TO:-

### (THE SAID PROPERTY)

ALL THAT a piece & parcel of Vacant Bastu Land measuring an area of 6.071 decimals of L.R. Plot No. 67/164, L.R. Khatian No. 6612, of Mouza-Padumbasan, J.L. No. 144 under Police Station-Tamluk in the district-Purba Medinipur, within the local limits of Ward No. 10 of Tamralipta Municipality, which is butted and bounded as follows:



On the North- Rest Portion of the Respective Plots

On the South: Plot Nos. 48, 49 & 10' wide Barampathway

On the East: Plot No. 47/2391

On the West: Plot No. 47

IN WITNESSED WHEREOF the parties to this deed, affix our respective hands on this deed on the day, month and year written above.

WITNESSES:-

SIGNED, SEALED AND DELIVERED

by the Parties in the presence of:

willage - Padumbasan Pict - Purba medin par

Hong Marangon Duy P.O+Pis! Fadur Dassan V

Dast: Furba Madiniper

Sk Muxassire Ah

SIGNATURE OF THE EXECUTANT

Albana Rox

Accepted: -

SHREE BISHNU INFRASTRUCTURE

PARTNER

SIGNATURE OF THE ATTORNEY HOLDER

# Drafted by me;

(As per instructions of the parties)

Sri Samir Kumar Maity

Advocate

Judges' Court, Purba Medinipur Enrolment No- WB/2806/1999

Bar Council of West Bengal

Typed by me;

(Sri Dinesh Jana)

Tamluk: Purba Medinipur

N.B.- This **DEED OF DEVELOPMENT POWER OF ATTORNEY** has been printed in 10 (ten) sheets including 1 (one) stamp paper and contains the signatures of 2 (two) witnesses. Additionally 02 (two) pages have been inserted herewith for the photos & finger impressions of the executants, attorney holder and identifier.

| Photo      | Finger print         | Thumb         | Fore Finger | Middle<br>Finger | Ring Finger | Small<br>Finger |
|------------|----------------------|---------------|-------------|------------------|-------------|-----------------|
|            | Left hand            |               |             |                  | 1           |                 |
|            | Right hand<br>A hree |               |             |                  |             |                 |
| SIGNATURE  | 8LM S                | Cassin Ahme   | 0           |                  |             |                 |
| SIGNATORE. | Con 1 tud            | cassift tinme |             |                  |             |                 |
| Photo      | Finger print         | Thumb         | Fore Finger | Middle<br>Finger | Ring Finger | Small<br>Finger |
|            |                      |               |             |                  | Ring Finger |                 |

( Store )

| Photo      | Finger print | Thumb | Fore Finger | Middle<br>Finger | Ring Finger | Small<br>Finger |
|------------|--------------|-------|-------------|------------------|-------------|-----------------|
|            | Left hand    |       |             |                  | 60          | 0               |
|            | ight hand    |       |             |                  |             |                 |
| SIGNATURE: | Albana 1     | Roy   |             |                  |             |                 |
| Photo      | Finger print | Thumb | Fore Finger | Middle           | Ring Finger | Small           |
| 3.0000000  |              |       |             | Finger           | rung runger | Finger          |
|            | Left hand    |       |             | Finger           | rung runger |                 |

THE PROPERTY OF THE PARTY OF TH