

8859/13

(6)

IV

04906/13



445

A.R.A. III

पश्चिम बंगाल WEST BENGAL *of power* 497454

Certified that the Document is authentic and the Registrations and the Signature Sheet and the Registration sheets attached to this Document are the part of this Document.

Date: 29th March 2013

POWER OF ATTORNEY
Additional Registrar
Kolkata
19 JUL 2013

2. Place: Kolkata
3. Parties

1. Malay Kumar Banerjee, son of Late Sunil Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232

2. Sanjay Banerjee, son of Mr. Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232

3. Ajay Banerjee, son of Mr. Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, Police Station Uttarpara, District Hooghly, Pin-712232

(collectively Grantors)

Malay Kumar Banerjee

743 2500
743 2500
743 2500

[Signature]

136788

REGENT HIRISE PRIVATE LTD

Address.....
71, Park Street, (Room No-14)
Kolkata-700 016

807, A, J C, Bose Road
Kolkata - 700017

22 MAR 2015
Licensed Stamp Vendor
S. SARKAR
Tele.....

REGISTRATION OF
THE
REGENT HIRISE PRIVATE LTD

32876

REGENT HIRISE PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY
(HATSIL VARDHAN PATODIA)



3287

(MANVAY DANERJEE)



3288

(ADAR BANERJEE)



Additional Registrar of Assurance - III
Kolkata
26 JUN 2015

Handwritten signature

And

- 8.4 Harsh Vardhan Patodia, son of Gopal Prasad Patodia, residing at 5F/2, New Road, Alipore, Police Station Alipore, Kolkata-700027
- 8.5 Kumar Vardhan Patodia, son of Harsh Vardhan Patodia, residing at 5F/2, New Road, Alipore, Police Station Alipore, Kolkata-700027
(collectively Attorneys).

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Background
- 4.1 **Ownership of Said Property:** The Grantors are the joint, absolute and undisputed owners of land measuring approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.I. No. 9 together with structures and building standing thereon, situate, lying at and being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly, delineated on the Plan attached hereto and bordered in color Red thereon and more fully described in the Schedule below (Said Property).
- 4.2 **Said Agreement:** In pursuance of the understanding reached by and between the Grantors and (1) Regent Hirse Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017 and (2) Riya Enclave Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012 (collectively Developers), the Grantors had appointed the Developers for development of the said Property as confirmed and recorded in the Agreement dated 29th March 2013 (Said Agreement) and registered before the office of the Additional Registrar of Assurances - III, Kolkata under being no. ~~1-3012~~ of 2013. The Development of the Said Property is envisaged by construction of several separate and distinct clusters of new buildings thereon (Said Complexes) in the manner and on the terms and conditions contained in the Said Agreement.
- 4.3 **Status of Attorneys:** The Attorneys, namely, (1) Harsh Vardhan Patodia (Attorney No.3.4 herein) and (2) Kumar Vardhan Patodia (Attorney No.3.5 herein) are the Directors of the respective Developers.
- 4.4 **Developers' Allocation:** In terms of the Said Development Agreement and the subsequent understanding between the parties therein, the Developers are fully, completely and collectively entitled to the 70% (seventy percent) of the saleable area of the Said Complex and covered and open car parking spaces in the Said Complex increased by (a) 61,905 (sixty one thousand nine hundred five) square feet of saleable area of the residential units in the said Complex and (b) 32 (thirty two) number of covered car parking spaces and 12 (twelve) number of open car parking spaces in the Said Complex (collectively Developers' Allocation) (collectively Developers' Allocation) and the Developers are entitled to deal with and sell the Developers' Allocation exclusively.
- 4.5 **Powers Pursuant to Said Development Agreement:** The Said Agreement further provides that the Grantors shall grant all powers and authorities to the Developers or their nominees for doing all things needful for commercial exploitation of the Said Property and transfer of the Developers' Allocation. The respective Developers have appointed/nominated the respective Attorneys to receive the powers and authorities in terms of the Said Agreement. Hence, the Grantors are granting the following powers and authorities to the Attorneys.

Harsh Vardhan Patodia



3289

- Malay Kumar B



3290

NIYA ENCLAVE PVT. LTD.

Kuma (A.P.)

Director

CHUMAR VARDHAN (PATODIA)



Additional Registrar of Assurance - III
Kolkata
26 JUN 2013

Identified by me:-

Shri S. S. Ghosh

Shri S. S. Ghosh

by occupation:- services

entered for gain at

204, A.T. C, Bose Rd

Kolkata - 700012,

5. **Subject Matter of Power of Attorney**
- 5.1 **Construction of Said Complexes:** Powers and authorities for construction of the Said Complexes on the Said Property in terms of the Said Development Agreement.
- 5.2 **Sale:** Powers and authorities for sale of the Developers' Allocation as defined in the Said Development Agreement as well as Clause 4.4 above.
6. **Appointment**
- 6.1 **Hereby Made:** The Grantors hereby nominate, constitute and appoint the Attorneys as the lawful attorneys of the Grantors, to jointly do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors.
7. **Powers and Authorities**
- 7.1 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the Said Complexes on the Said Property.
- 7.2 **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the Said Complexes and/or any other structures on the Said Property, in accordance with the Said Development Agreement after demolition, dismantling and/or shifting of the building, structures, plant and machinery from the Said Property by the Grantors.
- 7.3 **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts with any third party under the terms and conditions as be deemed fit by the Attorneys.
- 7.4 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- 7.5 **Employment:** To employ architects, structural engineers, civil engineers, overseers, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 7.6 **Negotiation and Sale:** To negotiate for sale, lease or otherwise transfer of entirety or any portion of the Developers' Allocation, on terms and conditions as be deemed fit by the Attorneys and to prepare, enter into, sign, execute and deliver agreements, conveyances and other transfer deeds of the Developers' Allocation or portion thereof.
- 7.7 **Receive Payments:** To receive all payments including earnest money, lease premium, consideration amount with regard to the sale and transfer of the Developers' Allocation and acknowledge receipt of the payments.
- 7.8 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and other transfer deeds of the Developers' Allocation.
- 7.9 **Registration and Authentication:** To appear and represent the Grantors before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other transfer deeds of the Developers' Allocation as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other transfer deeds for sale of Developers' Allocation.
- 7.10 **No Objection Certificate:** To grant consent and 'No Objection Certificate' to enable the intending purchasers/ transferees of the Developers' Allocation to apply for and obtain loans/ financial institutions.
- 7.11 **General Acts:** to do all acts, deeds, matters and things in respect of the units/saleable spaces, car parking spaces, both covered and uncovered, and undivided share in common areas, facilities, amenities and the land forming part of Developers' Allocation

Melaythanas K...

[Handwritten signature]



Additional Registrar of Assurances - III
Kolkata
29 JUN 2019

referred to in the said Development Agreement as the said Attorneys shall think fit and proper.

7.12 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property/Developers' Allocation in the Said Complexes and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court fees etc.

7.13 **Outgoings:** To pay all outgoing, including Municipal Taxes etc. in respect of the Said Property/Said Complexes and to collect receipts therefor.

8. Ratification

8.1 **Hereby Made:** The Grantors hereby ratify and confirm and agree to ratify and confirm all actions of the Attorneys in pursuance of this Power of Attorney.

**Schedule
(Said Property)**

Land measuring approximately 552 (five hundred fifty two) decimals a little more or less, comprised in 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 together with structures and building standing thereon, situate, lying at and being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Utarpara Korumung Municipality, Police Station Utarpara, Sub-Registration District Serampore, District Hooghly, delineated on the Plan attached hereto and bordered in color Red thereon and butted and bounded as follows:

On the North : By portions of Municipal Premises Nos. 18 and 19 Bhadrakali Grand Trunk Road
On the East : By the river Hooghly
On the South : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
On the West : By Grand Trunk Road

9. Execution and Delivery

9.1 In Witness Whereof the Grantors have executed this Power of Attorney on the date mentioned above.



[Malay Kumar Banerjee]

[Sanjay Banerjee]



[Ajay Banerjee]

[Grantors]



Additional Registrar of Assurance - III
Kolkata

26 JUN 2013

Accepted:

REGENT HIKISE PVT. LTD.

RIYA ENCLAVE PVT. LTD.

H. Choudhary

DIRECTOR / AUTHORISED SIGNATORY

Kumar (a.k.a.)

Director.

(Harsh Vardhan Patodia)

(Kumar Vardhan Patodia)

[Attorneys]

Witnesses:

Signature *Harsh*

Signature *Kumar Vardhan*

Name ABHIJIT GHOSH

Name Gopal Kumar Janghwal

Father's Name PRADIP KR GHOSH

Father's Name M. S. S. Janghwal

Address 15A/1, SOBAH EAST

Address 204 A.J.C. Dae 10

ROAD, KOLKATA 700010

Ka-12

Drawn by
Gopal Janghwal
Am
High Courts, Calcutta.



Additional Registrar of Assurance - III
Kolkata

26 JUN 2019



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 04906 of 2013
(Serial No. 08859 of 2013 and Query No. 1903L000013545 of 2013)

On 26/06/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 16.45 hrs on :26/06/2013, at the Private residence by Harsh Vardhan Patodia (Developer) , one of the Claimants.

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

Execution is admitted on 26/06/2013 by

1. Malay Kumar Banerjee, son of Lt. Sunil Kumar Banerjee , 1, Grand Trunk Road, Bhadrakali, Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India, Pin :-712232, By Caste Hindu, By Profession : Others
2. Sanjay Banerjee, son of Malay Kumar Banerjee , 1, Grand Trunk Road, Bhadrakali, Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India, Pin :-712232, By Caste Hindu, By Profession : Others
3. Ajay Banerjee, son of Malay Kumar Banerjee , 1, Grand Trunk Road, Bhadrakali, Thaha:-Uttarpara, District:-Hooghly, WEST BENGAL, India, Pin :-712232, By Caste Hindu, By Profession : Others
4. Harsh Vardhan Patodia (Developer)
Dir./ Authorised Signatory, Regent Hirise Private Limited, 207, Acharya Jagadish Chandra Bose Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700017.
, By Profession : Others
5. Kumar Vardhan Patodia (Developer)
Director, Riya Enclave Private Limited, 84 A, Chittaranjan Avenue, Kolkata, District:-, WEST BENGAL, India, Pin :-700012.
, By Profession : Others
Identified By Gopal Jhunjhunwala, son of Lt. S. S. Jhunjhunwala, 204, A. J. C. Bose Road, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 10/07/2013

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.-/-

Certified that the required stamp duty of this document is Rs.- 50 /- and the Stamp duty paid as:
Impressive Rs.- 10/-

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 12/07/2013

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


Additional Registrar of Assurance - III
Kolkata

13 JUL 2013 (Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

EnforcementPage 1 of 2

12/07/2013 15:09:00





Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 04906 of 2013
(Serial No. 08859 of 2013 and Query No. 1903L000013545 of 2013)

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

Payment of Fees:

Amount By Cash

Rs. 700/-, on 12/07/2013

(Under Article : E = 7/- on 12/07/2013)

Deficit stamp duty

Deficit stamp duty Rs. 70/- is paid , by the draft number 347203, Draft Date 09/07/2013; Bank : State
Bank of India, LA MARTINIÈRE, received on 12/07/2013

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III











Registrar of Assurances - III
Kolkata
(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

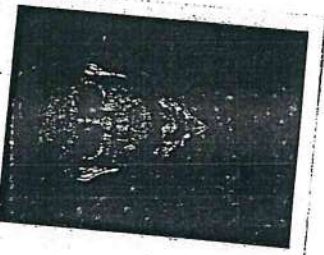
Endorsement Page 2 of 2

12/07/2013 15:09:00












Finger prints of the executant


								
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little



Nalpykew B...










Finger prints of the executant

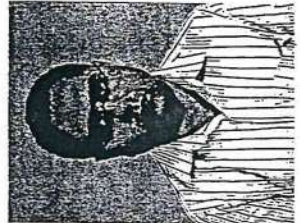
								
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little



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Finger prints of the executant

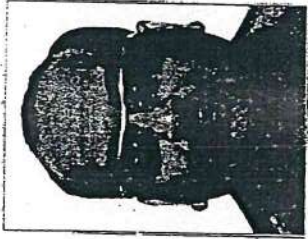










								
Little	Ring	Middle (Left Hand)	Fore Hand	Thumb	Fore	Middle (Right Hand)	Ring Hand	Little

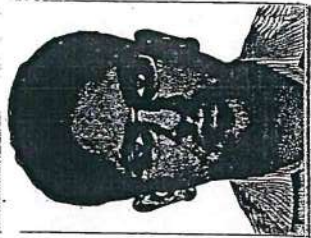












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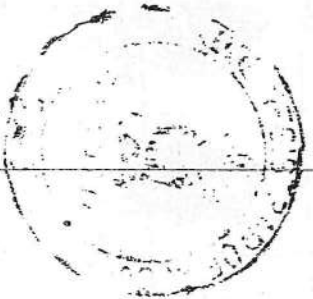


Additional Registrar of Assurances - III
Kolkata
28 JUN 2019

<i>Finger prints of the executant</i>					
 <i>W. A. Curtis</i>	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Hand)	Little
					

<i>Finger prints of the executant</i>					
 <i>W. A. Curtis</i>	Little	Ring	Middle (Left)	Fore Hand	Thumb
					
	Thumb	Fore	Middle (Right)	Ring (Hand)	Little
					

<i>Finger prints of the executant</i>					
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Space for pasting Photograph of the executant. </div>	Little	Ring	Middle (Left)	Fore Hand	Thumb
	Thumb	Fore	Middle (Right)	Ring (Hand)	Little



Additional Registrar of Assurance - III
Kolkata

28 JUN 2019



Dated 29 day of March, 2018

From

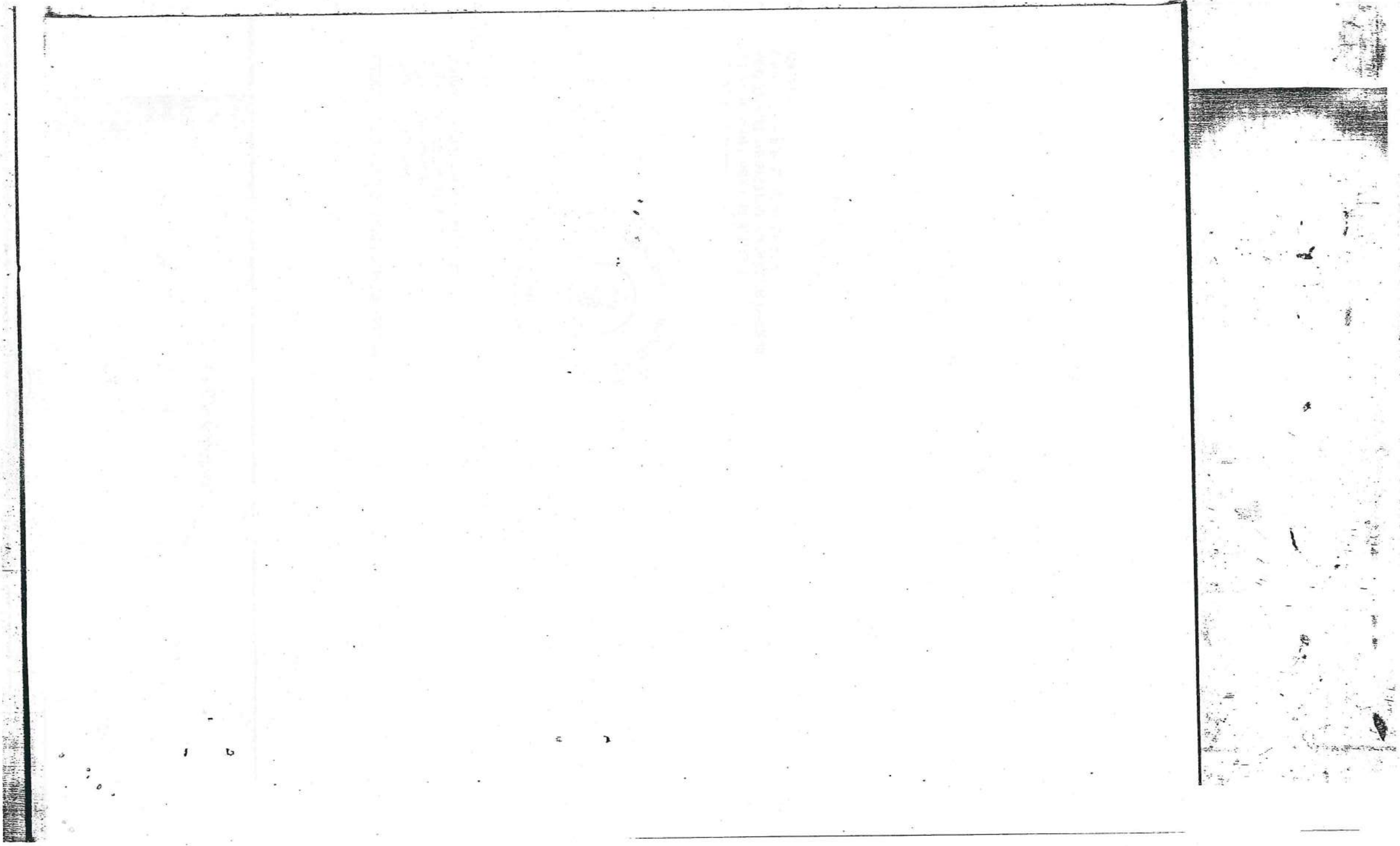
Malay Kumar Banerjee & Ors.
... Grantors

To

Harsh Vardhan Patodia & Anr.
... Attorneys

POWER OF ATTORNEY

Municipal Premises No. 20 and 22 B.G.T. Road
Police Station Uttarpara
District Hooghly



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 7
Page from 8931 to 8942
being No 04906 for the year 2013.



(Anup Kumar Mandal) 16 July 2013
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

18/2/13