

07120/13

IV

03933/13

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

certified that the Document is admitted for Registration. The Registration Fee and endorsement charge mentioned therein are the dues of this Department.

M 553687

11.25
8141



E-7

U/e-1751

G. P. Chowdhury

Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurance - III, Kolkata

- 8 JUN 2013

B-11972/13

DEVELOPMENT POWER OF ATTORNEY

(AFTER REGISTERED DEVELOPMENT AGREEMENT)

KNOW ALL MEN BY THESE PRESENTS, That We, (1) **SRI JAYDEEP BANERJEA** son of Late Asim Coomer Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (2) **SMT. ANIMA BANERJEA** wife of Late Asim Coomer Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (3) **SMT. SUKANYA PAKRASHI**, wife of Subhas Pakrashi and daughter of Late Sudhir Kumar Ganguly and Late Kalpana Ganguly, residing at 8/2, Kalitara 1st Lane,

P.S. Rishra, District- Hooghly, and (4) **SMT. MAHASWETA BANERJEA** wife of Jaydeep Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, do hereby **SEND GREETINGS:**

WHEREAS one late Jatindra Nath Banerjea was the original owner of the Schedule mentioned property died on leaving behind his wife Siborani Devi five sons Ajit Kumar Banerjee, Amiya Kumar Banerjee, Asim Coomar Banerjea, Anup kumar Banerjee., Basudeb Banerjee and only daughter Smt. Kalpana Ganguly as his legal heirs. Amiya Kumar Banerjee executed a will before his death. As per that will Supriya Chakraborty his daughter got probate and became the owner of the undivided proportionate share of property originally belong to Amiya Kumar Banerjee. Asim Coomer Banerjea died intestate leaving behind his wife Anima Banerjea and his only son Joydeep Benerjea as his legal heirs Anup Kumar Banerjee sold his divided proportionate share in favour of Ghar Grihasthi. Thereafter Ghar Grihasthi again executed a Deed of Sale relating to its share in favour of Smt. Rama Bhattacharya wife of Late Nikhilesh Bhattacharya. Basudeb Banerjee died intestate in leaving behind his wife and daughter Namita Banerjee and Sumita Banerjee respectively as his legal heir. Kalpana Ganguly died intestate in leaving behind her daughter Sukanya Ganguly as her only legal heirs. Ajit Kumar Banerjee executed deed of sale in favour of his brothers relating to his proportionate share (undivided) in the schedule mentioned property. Siborani Devi died in testate leaving behind her only daughter, four sons and one grand son namely Ranjit Kumar Banerjee the only son of Ajit Kumar Banerjee. Ranjit Kumar Banerjee executed a deed of gift in favour of Mrs. Mahasweta Banerjee and disclaimed his right of ownership of the Schedule mentioned property.

AND WHEREAS now at this stage the Vendors herein are the co-owners of the Schedule mentioned property and decided to make development of their property by Joint Venture with any reputed Developer.

LIMITED, a Company registered under Companies Act. 1956 having its registered Address at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700054, contacted with the Vendors and proposed the Vendors to allow them to develop the said premises as desired by the Vendors by constructing the proposed building complex in accordance with the sanctioned plan as its own arrangements and expenses.

AND WHEREAS the Developer Second Part herein has proposed to the Owner to undertake Construction of multistoried buildings upon plot of lands, (morefully and particularly described in the FIRST SCHEDULE hereunder written) at its own cost strictly in accordance with the building plan to be sanctioned by the Calcutta Municipal Corporation and modification variation thereof and, the land Owners have agreed to, and/or accepted the said Developer's proposal.

AND WHEREAS in pursuant to the said proposal the land Owners First party herein have agreed for such construction of the multi-storeyed building upon the aforesaid plot of land and the Developer Second Part herein has agreed to develop the said plot of land constructing multistoried building thereon, as per terms and condition hereinafter appearing.

AND WHEREAS in pursuant to the said proposal the land Owners/ Executors herein have agreed for such construction of the multi-storied building upon the aforesaid plot of land and the Executrix herein have agreed to develop the said plot of land constructing a multistoried building thereon.

AND WHEREAS the said Executors being desirous of developing the said premises by constructing thereupon multi storied building in accordance with the sanctioned building plan to be approved by the **Kolkata Municipal Corporation** with modification and variation thereof.

AND WHEREAS having come to know the intention of the Executors herein, the **RADHASHREE APARTMENTS PRIVATE LIMITED**, a

700054, duly represented by its director Mr. Yogesh Kumar Randar residing at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata-70064, contacted with the Executors and requested the Executors to allow to develop the said premises as desired by the Executors by constructing the proposed building accordance with the sanctioned plan as its own arrangements and expenses.

AND WHEREAS the Executors having thus been approached by the Developer to develop the said **ALL THAT** be piece and parcel of land measuring about 40 Cattah be the same a little more or less alongwith 1500 Sft. Tile shed structure lying and situated at 30 Matilal Basak Lane (formerly Matilal Basak Garden Lane), P.S. Bhulbagan, Kolkata 700054, ward No. 31, with in the are of Kolkata Municipal Corporation District of 24-parganas (South).

AND WHEREAS a registered DEED OF DEVELOPMENT AGREEMENT was signed BETWEEN the "LAND OWNERS" (the executors herein) AND DEVELOPER (in sort hereinafter referred to as "the said agreement") and **RADHASHREE APARTMENTS PRIVATE LIMITED**, a Company registered under Companies Act. 1956 having its registered Office at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700054, duly represented by its director Mr. Yogesh Kumar Randar residing at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 70064, the Executrix herein and the Executors have appointed the Executrix for construction of New Building on the plot of land morefully mentioned in the **FIRST SCHEDULE** herecunder written.

AND WHEREAS the said Development Agreement is registered in the Office of the A.R.A.-I, Kolkata on 15.05.2013 and recorded in Book No. I, C.D. Volume No. 10, Pages from 3756 to 3785, Being No. 5040 for the year 2013.

registered under Companies Act. 1956 having its registered Office at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700054, duly represented by its director Mr. Yogesh Kumar Randar residing at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 70064, **TO BE OUR TRUE AND LAWFUL ATTORNEY** to act for US and our names and on our behalf to do all or only of the following acts, deeds, matters and things which are under :-

1. To negotiate the terms for sale of the Developer's allocated portion of the building or buildings, being Flat, car parking space, Commercial Space to be constructed at the **FIRST SCHEDULE** mentioned property (hereinafter called the 'said premises') and to enter into any Agreement/ Agreements for Sale of the flats, shops and car parking spaces, commercial space and others after construction of the said building(s) except our allocation.
2. Upon delivery of possession of the developer's allocated portion in habitable condition in terms of the Development Agreement to receive consideration and execute any Deed of Conveyance along with the undivided proportionate share and interest in the land comprised in the said premises proportionate to flats, car parking spaces, shops and commercial spaces to be constructed in the Developer's portion in favour of the prospective Purchaser/ Purchasers.
3. Upon delivery of possession of developer's allocated portion in habitable condition in terms of the Agreement and execute sign and present any such Deed or Deeds of Conveyance for registration of the Developer's allocated portion of the said building including flat, commercial space, shops, parking space to be constructed and to admit their respective execution and acknowledge receipt of consideration thereof before the A.R.A.-I, Kolkata, A.D.S.R. Scaldah and District Sub-Registrar-III at

which our said Attorney shall consider necessary for the aforesaid flats/shops/ car parking space/ other space with proportionate share in the land to the prospective Purchaser/ purchasers fully and effectually in all respect as we could do the same.

4. To execute, affirm and sign all other declaration papers, documents and/or instruments to be filed before any lawful authority as may be required.
5. To deliver possession of the developer allocated portion of the flats/ shops/ car parking spaces and other commercial spaces to the intending purchaser /purchasers according to his own decision and discretion.
6. To put and/or affix signboard in the said premises and to publish notification in the newspaper for inviting application for booking of flats, shops, car parking spaces, commercial spaces of the Developer's allocation portion.
7. To appoint from time to time Engineer and other required consultants, contractors and other personnel and workmen for carrying out the development of the **FIRST SCHEDULE** mentioned property and also shall pay consideration money, salaries and/or wages to him/them.
8. To enter into the said premises with Contractor, Engineer and other workmen for construction of the said building and to do all necessary works in connection with the said premises and buildings.
9. To enter into Agreement for Sale for transfer of the Developer's allocation mentioned in the said Agreement with the person or

10. To receive advance money, consideration money, sale proceeds and/or any money in connection with the Developing agreement from the prospective buyers and/or person or persons in respect of the Developer's allocation in the proposed building and to grant proper and effectual receipt therefore.
11. To negotiate and settle terms with the intending buyers/transferees for sale as per the Development Agreement in the proposed building of the Developer's portion.
12. To appoint any person or persons be delegating all or any of the powers hereby conferred to the attorney as the attorney may deem fit and proper.
13. To sign all papers, application, documents of the intending purchasers of the flats, commercial spaces, shops and car parking spaces for obtaining loan for the same from their respective offices or from any financial institutions.
14. To enter into the said premises for construction of the new building and to sign on modified or altered plan, if necessary and to pay necessary fees and also to obtain permission from all other authorities required to be obtained for the same.
15. To approach all the concerned authorities under the Urban Land (Ceiling & Regulation) Act 1976 for the purpose of obtaining permission for the said premises.
16. To sign, execute, register and submit all papers, applications, documents, statements, plans, drawings, designs, revised plans, modified plans and other papers as be required for having the plans sanctioned and to have the same sanctioned, modified,

sign, execute and submit necessary applications and declarations give undertakings pay fees, obtain sanction and such after permission as may be necessary for the purpose.

17. To appear and represent me before the Notary public, Additional Registrar of Assurances-I, Kolkata, District Sub-Registrar-III at Alipore and A.D.S.R. Sealdah, 24-Parganas(South), and all other office and offices and authority and authorities and enforcement of all powers and authorities as contained herein.
18. To apply for obtaining electricity, water, telephone, drainage, connection (permanent or temporary) and arrange for laying underground cables, drinking water lines, sewerages and drainage connections to the said premises from statutory authorities.
19. To appear for and represent **US** in the Courts of Civil, Criminal, Urban Land Ceiling Authority etc. and to sign, verify, the complaints, written statements, applications, petitions, affidavits, undertakings, declarations and all other documents/papers and to appoint Advocates and legal practitioners and to sign and to execute Vakalatnama and to execute any order, decree or judgment and to deposit or withdraw money or documents and in any Court or other Authority/Authorities in which **We are** interested or concerned in connection with the said premises and/or building.
20. To approach, the **Kolkata Municipal Corporation** , Fire Brigade and other concerned authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out the construction of the said building and completion thereof and for obtaining occupation and completion certificate and connection with the running and establishing units thereof.

connection of the said **FIRST SCHEDULE** mentioned property and generally to execute and perform all other lawful acts, matters and things as may SAID ATTORNEY shall consider necessary in connection with the said premises and **We** hereby agree that all acts, deeds and things in respect of the said premises done by the said Attorney shall be construed as acts, deeds etc. deemed to be done by **us** and **We** undertake to ratify and thereafter confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this power of attorney.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT be piece and parcel of land measuring about 40 Cattah be the same a little more or less alongwith 1500 Sft. Tile shed structure lying and situated at 30 Matilal Basak Lane (formerly Matilal Basak Garden Lane), P.S. Bhulbagan, Kolkata 700054, ward No. 31, with in the are of Kolkata Municipal Corporation District of 24-parganas (South).

THE SECOND SCHEDULE ABOVE REFERRED TO

(LAND OWNERS ALLOCATION)

OWNERS' ALLOCATION : All the Owners jointly together with each other shall be entitled to 40% of the salable area of the total constructed area within the multi storied proposed buildings project.

- a) The Owner together shall be entitled to 40% (forty percent) of constructed areas on the Ground floor or Basement of the proposed building in the shape of Garage spaces (if basement be constructed).
- b) Save and except the 40 % of constructed areas within the Ground floor and Basement (if constructed) of the building as aforesaid rest

c) The Garage spaces on the Ground floor or Basement and the said flats on the floors mentioned as aforesaid as the Owner shall be entitled to within their allocation shall together form 40% (Forty percent) of constructed area within the proposed building as aforesaid.

1.1 The Developer have paid Rs. 18,00,000/- (Rupees Eighteen lakhs) only on the date of execution of instant indenture and also shall pay to the Landowners to make the land vacated from the unauthorized or authorized occupants to make the project viable and the entire advance amount is refundable by the Land owners at the time of booking of flats of their ratio through the Developer or directly by themselves except Rs.18,00,000/- (Rupees eighteen lakhs) only security Deposit which will be refunded or adjusted from owners' allocation by cash or flat area.

1.2. If there be a position of any rehabilitation of any existing tenant or occupier in that case that will be given from the share of the land owners. If any temporary rehabilitation of existing tenant or occupier is needed in that case landlord shall bear the cost for that.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION : Shall mean and include the remaining 60% portion of the constructed area within the proposed multi-storied building as agreed to be constructed upon due sanction thereof comprising different Flats, shops, Car parking spaces etc. together with undivided proportionate share in the said lands whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said lands, excluding the Owner share and/or allocation therein as mentioned

IN WITNESS WHEREOF We the undersigned Principals/Executors sign on this power of attorney on this 8th day of June Two Thousand and Thirteen (2013).

In presence of :

WITNESSES :

1. *Sumit Sen*
Advocate

2. *Malay Ray*
100 South Simthee Road
Kot-30

1. *Jaydeep Banerjee* ✓

2. *Anisna Banerjee* ✓

3. *Sukanya Takrasti* ✓

4. *Maharweli Banerjee* ✓

SIGNATURE OF THE EXECUTORS

I ACCEPT THE POWER

Sadbashree Apartments Pvt. Ltd.

Mandar

(YOGESH KUHAR RANDAR)
Director

Drafted by me :



Sumit Sen
Advocate

High Court
Calcutta









**SIGNATURE OF THE
ATTORNEY/EXECUTRIX**

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 07120 / 2013, Deed No. (Book - IV , 03933/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Anima Banerjee 35 B , Badan Roy Lane , P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010	 08/06/2013	 LTI 08/06/2013	Anima Banerjee 8/6/13

11. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anima Banerjee Address -35 B , Badan Roy Lane , P. S - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010	Self	 08/06/2013	 LTI 08/06/2013	Anima Banerjee
2	Sukanya Pakrashi Address -8/2 , Kalitara 1st Lane , , P. S. - Rishra, District:-Hooghly, WEST BENGAL, India,	Self	 08/06/2013	 LTI 08/06/2013	Sukanya Pakrashi
3	Mahasweta Banerjee Address -35 B , Badan Roy Lane, P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010	Self	 08/06/2013	 LTI 08/06/2013	Mahasweta Banerjee
4	Jaydeep Banerjee Address -35 B , Badan Roy Lane, P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010	Self	 08/06/2013	 LTI 08/06/2013	Jaydeep Banerjee

[Signature]
 Additional Registrar of Assurance - III
 Kolkata

(Sana) 06 JUN 2013

ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA


Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 07120 / 2013, Deed No. (Book - IV , 03933/2013)

Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Yogesh Kumar Randar Address -99/1 , Narkeldanga Main Road, P. S. -phoolbagan, Kolkata, District:-, WEST BENGAL, India, Pin :-700054	Self		 LTI	
			08/06/2013	08/06/2013	

Name of Identifier of above Person(s)
 Malay Ray
 100 South Sinthee Road, Kolkata, District:-, WEST
 BENGAL, India, Pin :-700030

Signature of Identifier with Date

 8/6/13



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

Endorsement For Deed Number : IV - 03933 of 2013
(Serial No. 07120 of 2013 and Query No. 1903L000011972 of 2013)

On 08/06/2013

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(d) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 08/06/2013

(Under Article : E = 7/- on 08/06/2013)

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.- 50/-

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

Presented for registration at 11.25 hrs on :08/06/2013, at the Office of the A.R.A. - III KOLKATA by Anima Banerjea , one of the Executants

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

Execution is admitted on 08/06/2013 by

1. Anima Banerjea, wife of Lt. Asim Coomer Banerjea , 35 B , Badan Roy Lane , P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
2. Sukanya Pakrashi, wife of Subhas Pakrashi , 8/2 , Kalitara 1st Lane , , P. S. - Rishra, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
3. Mahasweta Banerjea, wife of Jaydeep Banerjea , 35 B , Badan Roy Lane, P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
4. Jaydeep Banerjea, son of Lt. Asim Coomer Banerjea , 35 B , Badan Roy Lane, P. S. - Beliaghata, Kolkata, District:-, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
5. Yogesh Kumar Randar
Director, Radhashree Apartments Pvt. Ltd., 99/1 , Narkeldanga Main Road , P. S. - Phoolbagan, Kolkata, District:-, WEST BENGAL, India, Pin :-700054.
By Profession : Others

Identified By Malay Ray, son of Narayan Ch. Ray, 100 South Sinthee Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700030, By Caste: Hindu, By Profession: Business.

Additional Registrar of Assurances

(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 1 of 2



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

Endorsement For Deed Number : IV - 03933 of 2013
(Serial No. 07120 of 2013 and Query No. 1903L000011972 of 2013)

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance-III
Kolkata

08/06/2013
(Sanatan Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 2 of 2

SPECIMEN FORM FOR TEN FINGER PRINTS



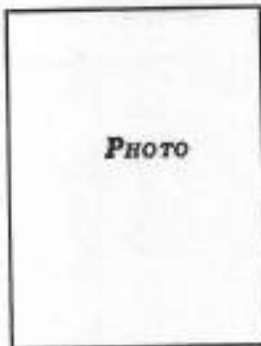
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



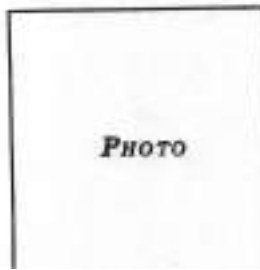
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

SPECIMEN FORM FOR TEN FINGER PRINTS



<i>Jaydeep Banerjee</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature _____



<i>Anima Banerjee</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature _____



<i>Sukanya Pakashi</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Signature _____



<i>Shilpa Banerjee</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 6
Page from 5658 to 5676
being No 03933 for the year 2013.



Sanatan Malty

(Sanatan Malty) 10-June-2013
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

12/6/13