

Additional Registration As



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THIS POWER OF ATTORNEY made this She day of January Two Thousand Fourteen BY RATANLAL PASARI, son of the late Mulchand Pasari, residing at premises No. 17, Ballygunge Park Road, Kolkata-700019 PAN No. AFOPP5614G, BIMAL KUMAR PASARI, son of the late Mulchand Pasari, residing at premises No. 43, Landmark, 4th floor, Carmicheal Road, Mumbai- 400026, PAN No. AGHPP8409R and LALIT PASARI son of the late Mulchand Pasari, residing at premises Old No. 4 New No. 9, Kasthuri Estate, 1st Street, Alwarpet, Chennai-600018, PAN No. AFVPP3446F hereinafter jointly referred to as the OWNERS (which expression shall unless excluded by or repugnant to the subject or

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context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) IN FAVOUR OF CHANDAN CHATTERJEE, son of the Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, P.S. Bhowanipur, Kolkata-700 025 and AMIT BAJORIA, son of Sreekrishna Bajoria, residing at 7C, Priyanath Mullick Road, P.S. Bhowanipur, Kolkata-700 025, both Directors of Aspirations Homes Private Limited, hereinafter jointly referred to as the ATTORNEYS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their substitute or substitutes)

WHEREAS:

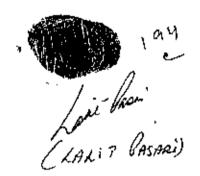
We are seised and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the partly two-storied and partly threestoried brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Cittacks, 22 Sq. it. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less situate lying at and being premises No. 14, Shakespeare Sarani; formerly Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division, in KMC Ward no 63, P.S. -Shakespeare Sarani, within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the "said Property").

By a Development Agreement dated the 7^{th} day of November, 2013 made between ourselves of the One Part and Aspirations Homes Private Limited (therein and hereinafter referred to as the "said Developer") of the Other Part and registered with the Additional Registrar of Assurances I Kolkata in Book No.I, Volume No. 3, Pages 550 to 609, Being No. for the year 2018, the said Developers have agreed for





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development of the said Property on the terms and conditions therein contained (hereinafter referred to as the "said Development Agreement")

- C) Pursuant to and in terms of the said Development Agreement the Owners are required to grant registered Power of Attorney to the said Developer or its officers in connection with development of the said Property and entering into agreement for sale, least etc of the undivided proportionate share in the land comprised in the said Property appertaining to the Developer's Allocation under the said Development Agreement.
- The Attorneys are the officers of the said Developer.
- E) We therefore intend to nominate constitute and appoint the said CHANDAN CHATTERJEE, son of the Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Kolkata-700 025 and AMIT BAJORIA, son of Sreekrishna Bajoria, residing at 7C, Priyanath Mullick Road, Kolkata-700 025, both Directors of Aspirations Homes Private Limited, to be our true and lawful attorneys to act do and perform the acts, deeds and things in connection with development of the said Property and entering into agreement for sale, lease etc of the undivided proportionate share in the land comprised in the said Property appertaining to the Developer's Allocation under the said Development Agreement, either jointly or severally.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We, the said RATANLAL PASARI, BIMAL KUMAR PASARI and LALIT PASARI, do hereby nominate, constitute and appoint the said CHANDAN CHATTERJEE, son of the Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Kolkata-700 025 and AMIT BAJORIA, son of Sreekrishna Bajoria, residing at 7C, Priyanath Mullick Road, Kolkata-700 025, both Directors of Aspirations Homes Private Limited, to be their true and lawful Attorneys to act, do and perform the following acts, deeds, matters and things in connection with development of the said





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Property and entering into agreement for sale, lease etc of the undivided proportionate share in the land comprised in the said Property appertaining to the Developer's Allocation under the said Development Agreement, either jointly or severally that is to say:-

- To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said Property or any part thereof.
- 2. To apply for and obtain sanction of a building plan from the Kolkata Municipal Corporation in respect of the said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter in terms of the said Development Agreement at its own costs and expenses.
- 3. To sign and execute all plans, sketches, maps, declarations, including Boundary Declaration, forms, petitions, letters or any other documents relating to or in connection with the applying for and obtaining sanction of plan in respect of the development of the said Property.
- To obtain delivery of the sanction plan from the Kolkata Municipal Corporation or any other authority or authorities.
 - 5. To apply for and obtain no objection from the Heritage Committee of the Kolkata Municipal Corporation and to pay all fees, charges and expenses in respect thereof.
 - 6. To apply for and obtain necessary permissions, and/or approvals and/or sanctions and/or licence and/or no objection from any statutory authority including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Fire Brigade, Kolkata Police, Competent Authority under the Urban Land [Ceiling & Regulations) Act, 1976, Authorised Officer under the West





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Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and all licencing authorities and any other statutory authority.

- 7. To appear and represent the Owner before the necessary authorities including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, Fire Brigade, Kolkata Police, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 and Authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 in connection with the obtaining no objection, approvals, permission, sanction, modification and/or alteration of plans for the new buildings.
- 8. To apply for and obtain clearance certificate, if required, from the West Bengal Poliution Control Board for sanction of plan of the said Property.
- 9. To pay fees for obtaining sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the said Property and also other papers and documents as may be required by the necessary authorities and to appoint Architects and other Agents for the aforesaid purposes as the said Attorneys shall think, fit and proper.
- 10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.
- 11. To apply for and obtain electricity gas, water, sewerage, drainage, telephone or other connections of any other utility to the said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit

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all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

- 12. To appear and represent the Owners before all authorities including those under the Kolkata Municipal Corporation for fixation and/or finalisation of the annual valuation of the said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- 13. To commence prosecute enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the said Property or any part thereof including relating to acquisition and/or requisition in respect of the said Property or any part thereof and if think fit to compromise settle, refer to arbitration, abandon, any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue.
- 14. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected with the said Property or part thereof.
- 15. To deposit and withdraw fees, documents and moneys in and from any Court or Courts and/or any other person or authority and give valid receipts and discharges therefor.
- 16. To accept any service of writ of summons or other legal process and to appear in any court of authority as our Attorney deems appropriate and to commence any action or legal proceedings in any court or before any authority and to prosecute, discontinue or become non-suited and to settle, compromise or refer any dispute to arbitration as our Attorney may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer and pay the costs, expenses, fee





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and other outgoings. Further to depose in the court of law or authority, sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, and warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.

- 17. To enter upon the said Property with men and material as may be required for the purpose of development work and for that purpose to demolish the existing building and structures standing thereon and erect the New Buildings as per the Building Plans to be sanctioned and to remove the debris and other materials of the demolished structures
- 18. To appoint architects, contractors, sub-contractors and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said Property or part thereof.
- 19. To make, sign and submit applications and Petitions, letters and other documents to the appropriate Government (State and Central) Departments, Local Authorities or other competent or Appropriate Authorities or bodies for all and any licenses, permissions, consents, approvals, no objection certificates and clearances as may be required by any Central or State legislation for the time being in force, in connection with the said Property for construction of buildings and structures thereon and pay such fees, charges, deposits and give security that may be required in respect thereof and for that purpose to give all necessary writings, instruments, affidavits, declarations, indemnities, undertakings, as may be required to be given to the various authorities concerned.
- 20. To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the new buildings on the said Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge for the same.





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- 22. To negotiate for sale/transfer in respect of the Developer's Allocation in the building/s as defined in the said Development Agreement to be constructed on the said Property or part thereof.
- 23. To enter into agreement for sale, transfer, lease out, let out or to grant any other right in respect of various portions of said Property comprised in the Developer's Allocation under the said Development Agreement on agreed terms and conditions with the intending Purchaser or Transferee in respect thereof and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof.
- 24. To execute and register from time to time Agreement for sale, Lease or any other document in connection with the transfer of the undivided proportionate share in the land comprised in the said Property and the constructions to be made thereon appertaining to the Developer's Allocation under the said Development Agreement, to receive consideration therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities registration authority/ies and/ or other authorities having jurisdiction in the matter..
- 25. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, carthquakes, bomb blasts, malicious damage or destruction and against other risks as our Attorneys may think sufficient to protect the interests of all concerned therein.

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- 26. To ask for, receive and recover from all the transferees /purchasers all consideration, charges, service charges and other charges and sums of moneys in respect of the Developer's Allocation comprised in the said Development Agreement of the said Property/New Buildings and the spaces to be constructed thereon, in any manner whatsoever and also on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof as our Attorneys may think fit.
- 27. To make necessary representations including filing of complaints and appeals before the Assessor & Collector, Kolkata Municipal Corporation and other concerned authorities including the Court of Competent Jurisdiction or Forum in regard the fixation of rateable value of buildings (proposed new buildings) under construction on the said Property by the Assessor and Collector and to file Appeals applications and other proceedings in any Court, forum or Tribunal.
- 28. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as we could do in person.

AND GENERALLY to act as the Attorneys in relation to the said Property for and on behalf of the Owners and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as the Owners could have done if personally present.

And We do hereby agree to ratify and confirm whatever their said Attorneys shall do or purport to be done by virtue of these presents in or about the said Property as aforesaid.

The Attorneys shall exercise their rights under this power in terms of the said Development Agreement without any liability on the Owners of any nature whatsoever, financial, criminal, civil or otherwise.





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THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the partly two-storied and partly three-storied brick-built messuage tenement and/or dwelling house Together With the piece and parcel of land containing an area of 1 Bigha, 8 Cottahs, 12 Cittacks, 22 Sq. ft. but on actual measurement containing an area of 1 Bigha, 9 Cottahs, 2 Chittacks, 40 Sq. ft. be the same a little more or less together with structure standing thereon, ground floor measuring about 4000 Sq. Ft., first floor measuring about 4000 Sq. Ft. and second floor measuring about 2000 Sq. Ft., situate lying at and being premises No. 14, Shakespeare Sarani, formerly Theatre Road (formerly No. 7, Theatre Road) being part of Holding No. 60, Block No. 19 in the southern division, in KMC Ward no 63, P.S. -Shakespeare Sarani, within the jurisdiction of the Registrar of Assurances, Kolkata in the town of Kolkata and butted and bounded as follows:-

ON THE NORTH		By Shakespeare Sarani
ON THE SOUTH & WEST	:	By 12, Shakespeare Sarani
ON THE EAST	[:	Partly by property No.16, Shakespeare Sarani.

<u>IN WITNESS WHEREOF</u> We the said Owners have hereunto set and subscribed our respective hands and scals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the said RATANLAL PASARI, BIMAL KUMAR PASARI and LALIT PASARI at Kolkata in the presence of:

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

Endorsement For Deed Number : IV - 00460 of 2014 (Serial No. 00655 of 2014 and Query No. 1903L000000911 of 2014)

On 15/01/2014

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

Presented for registration at 15.20 hrs on :15/01/2014, at the Private residence by Ratanial Pasari , one of the Executants.

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

Execution is admitted on 15/01/2014 by

- 1. Ratanial Pasari, son of Lt. Mulchand Pasari , 17, Ballygunge Park Road, Kolkata, District:-., WEST BENGAL, India, Pin :-700019, By Caste Hindu, By Profession : Others
- 2. Bimal Kumar Pasari, son of Lt. Mulchand Pasari , 43, Landmark, District:-Mumbai, MAHARASHTRA, India, Pin :-400026, By Caste Hindu, By Profession : Others
- 3. Lalit Pasari, son of Lt. Mulchand Pasari , 9, Kasthuri Estate, District:-Chennai, TAMIL NADU, India, Pin :-600018, By Caste Hindu, By Profession : Others
- Chandan Chatterjee, son of Lt. Sachindra Kumar Chatterjee, 2/2 A, Mahendra Road, P. S -Bhowanipur, Kolkata, Oistrict:-., WEST BENGAL, India, Pin:-700025, By Caste Hindu, By Profession Others
- 5. Amit Bajoria, son of Sreekrishna Bajoria , 7 C, Priyanath Mullick Road, P. S. Bhowanipur, Kolkata, District:-, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others

Identified By, Sujit Roy, son of Lt. M. M. Roy, 6, O. P. O. Street, Cal. District:-., WEST BENGAL, India., By Caste: Hindu, By Profession: Others.

(Sanàlan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III

On 16/01/2014

Payment of Fees:

Amount By Cash

Rs 7.00/-, on 16/01/2014

(Under Article : ,E = 7/- on 16/01/2014)

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: Impresive Rs.- 50/-

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III
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Korkata

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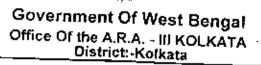
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ADDITIONAL REGISTRAR OF ASSURANCE-III
EndorsementPage 1 of 2

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18/01/2014 14:43:00







Endorsement For Deed Number : IV - 00460 of 2014 (Serial No. 00655 of 2014 and Query No. 1903L000000911 of 2014)

On 18/01/2014

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.

(Sanatan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III



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(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 2 of 2





SPECIMENT FOR TEN FINGER PRINTS

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Registered in Book - SV CD Volume number 1 Page from 5854 to 5870 being No 00460 for the year 2014.



(Sanatan Maki) 21-January-2914 ADDITIONAL REGISTRAN OF ASSURANCE-III Office of the A.R.A. - bl KOLKATA West Pengal

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FROM

RATANLAL PASARI & ORS.

<u>T O</u>

CHANDAN CHATTERJEE & ANR.

POWER OF ATTORNEY

VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001.

