

YMCA

भारतीय नैर न्यायिक



INDIA NON JUDICIAL

123

पश्चिम बंगाल WEST BENGAL

22/1/15
87AA 002527

Book No. 123 of 22/1/15
Vol. No. 16 Pages to
9004 Date 20.11.14

98.00

4.00
20.00
98.00

122.00

Sebadas Hazra

123 of 22/1/15

Additional Registrar of Assurance - III
Kolkata

22 JAN 2015

074643



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

Date..... Licensed Stamp Vendor
S. SARKAR

24 DEC 2017



15648/14

IV

09004/14

भारतीय गैर न्यायिक



पचास
रुपये
रु. 50

FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

7-15 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

solr P 636492

Case-2425/14

8-23/12/14
8-2425-1/14
Additional Registrar of Assurances-III
Kolkata

A.R.A.
III

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the parts of this Document.

E.A. Avlet
vle-1751
G. Power

[Signature]
Additional Registrar
of Assurances-III, Kolkata

[Signature]
Additional Registrar of Assurance-III
Kolkata

Power of Attorney

29 DEC 2014

TO ALL TO WHOM THESE PRESENTS SHALL COME, we The Young Men's Christian Association, a Society registered under the West Bengal Societies Registration Act, 1961 having its office at 25, Jawaharlal Nehru Road, P.S. Park Street, Kolkata- 700 087, hereafter called the "Grantor", represented by (1) its President: Mr. E.A. Avlet, son of Mr. Jhon Avlet, by occupation Service, by religion Christian, Indian National,

70750
Jan 300
550



73324

Sl. No. Sold To.
Rs Addr
P. K. DAS
'Govt' LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Kol-87
L. No-285, RS.
Date Sign.



5 AUG 2014

[Handwritten signature]



[Handwritten signature]

Vice-President
YMCA CALCUTTA

(JOHAI ALI GAHAI)



[Handwritten signature]
EDWIN ANTHONY AVIET.
President
YMCA CALCUTTA



[Handwritten signature]
Hon. Treasurer
YMCA CALCUTTA
(DEBASISH BISWAS)

Additional Registrar of Assurance, II
Kolkata

23 DEC 2014

Identified by
Sebadas Hazra
90 Late Ranjit Hazra, Service
Hindu, 6/7A, A.J.C. Bose Rd.
Kol-17
P.S - Shakespeare Sarani



residing at 67, Elliot Road, Flat No.10, 3rd Floor, Kolkata-700 016, P.S. Park Street and having **PAN ADMPM8170E**; (2) its **Vice President: Mr. John A.K. Ghosh**, son of Mr. Stephen Ajit Ghosh, by occupation Service, by religion Christian, Indian National, residing at St. Thomas' Boys' School, 4, D. H. Road, Kolkata-700 023, P.S. Watgunj and having **PAN ADGPG2090K**; and (3) its **Treasurer: Mr. Debasish Biswas**, son of Mr. Achintya Biswas, by occupation Service, by religion Christian, Indian National, residing at Calcutta Girls' High School, 118, Princep Street, Kolkata-700 072, P.S. Bowbazar and having **PAN ACXPB1441P** SEND GREETINGS:

WHEREAS:

- A. The Grantor is the sole and absolute owner of, inter alia, the land and building more particularly described in the **SCHEDULE** hereto and hereafter referred to as the "**SAID PREMISES**".
- B. By an agreement dated 23rd December, 2014 registered with the Additional Registrar of Assurances-II in Book No. I, Being Deed No. 15871 for the year 2014, hereafter called the "**SAID DEVELOPMENT AGREEMENT**", the Grantor has entrusted one **Ultimate Estates Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Room No. 3A, 3rd Floor, 75C, Park Street, Kolkata-700 016, hereafter called the "**SAID DEVELOPER**", to develop the Said Premises, hereafter called the "**SAID DEVELOPMENT**", under the terms and conditions contained therein.
- C. In terms of the Said Development Agreement and/or otherwise, the Grantor is desirous of appointing the Said Developer for this purpose, as its true and lawful attorney for the purposes hereinafter mentioned.

NOW KNOW YE ALL BY THESE PRESENTS THAT we, **The Young Men's Christian Association**, the above named Grantor, do hereby nominate, constitute and/or appoint **Ultimate Estates Private Limited**, the above named Said Developer and hereafter called the "**Said Attorney**", to act as our true and lawful attorney, for, in the name of and/or on

behalf of ourselves and the Said Attorney shall do, exercise and perform all or any of the following acts, deeds and/or things relating to the Said Premises, that is to say:

1. To possess and hold possession of the Said Premises and to warn off, prohibit and if necessary, to proceed in due form of law against all or any of the trespassers at the Said Premises or any part or portion thereof and also against all defaulters in payment of rent or other considerations or those who have committed any breach of their covenants or obligations, to take appropriate steps whether by action or distress or otherwise and to abate all nuisance.
2. To apply for and submit the plan for constructions of one or more of the Said New Buildings at the Said Premises, hereafter called the "**Said Plan**", to the Kolkata Municipal Corporation, hereafter called the "**KMC**", for sanctioning and have the same sanctioned and if so deemed fit and proper, to have the Said Plan modified and/or altered by the KMC or other competent authorities and in connection therewith to submit the title deeds and other papers and documents concerning the Said Premises to the concerned authorities and take back the same.
3. To pay fees, obtain sanctions and such other orders, permissions and/or 'no objection certificates' from the necessary authorities as be necessary for such sanctioning, modification and/or alteration of the Said Plan, including without limitation the Fire Department and the Urban Land Ceiling Department.
4. To appear and represent us before all necessary authorities, Government Departments and/or its Officers and also all other State Executives, Judicial or Quasi Judicial authorities, including without limitation the KMC, Fire Brigade, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Police Authorities, and if necessary to apply for and obtain all permissions and/or approvals from them or any of them in connection with the sanctioning, modification and/or alteration of the Said Plan including boundary verifications.



5. To receive refund of any excess amount or fee, if any, paid for the purposes stated herein or otherwise and to give valid and effectual receipts and discharges in respect thereof.
6. To build at the Said Premises by constructing the Said New Buildings or otherwise thereon and for that purpose to demolish the existing buildings, outhouses and/or other existing structures thereat.
7. To apply for and obtain steel, cement, bricks and all other construction and/or building materials and/or construction equipments for the purpose of the Said Development and for such purpose to obtain all such permission as be necessary.
8. To apply for and obtain electricity, gas, telephone, water, drainage, sewerage, lifts, generators, MATV and/or any other connections or utilities at the Said Premises and/or to make alterations therein and to close down, surrender and/or have disconnected any of the connections or utilities as also such existing connections for obtaining such new connections.
9. To apply for and obtain permissions and licenses to install, run and operate lifts, generators and/or MATV at the Said Premises.
10. To apply for and obtain the necessary completion, occupation or other certificates, partial and/or full, from the KMC and/or other concerned authorities in respect of the construction and/or occupation of the Said New Buildings or any of them to be constructed at the Said Premises or any part thereof.
11. In respect of the Developer's Allocation, as defined in the Said Development Agreement, in the Said New Buildings to be constructed at the Said Premises:
 - 11.1 To sell, lease out or otherwise transfer, deal with and dispose of units, car parking spaces, roof or other constructed areas or saleable spaces to be earmarked between us and the Said Developer in accordance therewith, to the persons interested in purchasing or otherwise acquiring the same at such prices and on such terms and/or conditions as the Developer may deem fit and to sign and execute all deeds and/or documents for all such



- sales, leases, transfers, dealing with and/or disposing off the Units, Car Parking Spaces and/or any part or portion out of the Developer's Allocation only subject to the provision contained in the said Development Agreement for the purpose of registration or otherwise provided that possession of no part or portion of the Developer's Allocation will be handed over to their respective transferees till such time possession of the Owner's Allocation complete in all respect is handed over to the Owner.
- 11.2 To ask, demand, sue for, receive, recover and realise and collect rents, moneys, consideration, construction costs, mesne profits, deposits, payments, compensation, interests, damages, electricity charges, municipal rates and taxes, service and/or maintenance charges and all other sum or sums which are or may become due, payable or recoverable from any person or persons or authority or authorities on any account whatsoever and to raise bills and give effectual receipts and discharges for the same.
- 11.3 To enforce any covenant in any agreement, sale deed, lease deed, declaration and/or license or tenancy agreement or any other documents entered into by us or the Said Attorney and if any right to re-enter arises in any manner under such covenants or under notice to vacate or quit, then to exercise such right amongst others.
- 11.4 To terminate any contract or agreement with any person or persons and to deal with the spaces and/or rights of such person or persons relating to the Said Development in such manner as the Said Attorney may deem fit and proper.
- 11.5 To prepare, sign, execute, submit, enter into, modify, cancel, confirm, alter, draw, approve and/or register and/or give consent and confirmation to all papers, documents, agreements, supplemental agreements, construction contracts, consents, deeds, sale deeds, lease deeds, tenancy agreements, cancellation deeds, surrenders, nominations, rectification deeds, declarations, prescribed forms, affidavits, applications, understandings,

... shall have the right to transfer the same to any other person or persons, and the same shall be deemed to be so transferred, if the same are not otherwise disposed of by the Government of India or the Government of West Bengal, before the expiration of the period of three years from the date of the completion of the work under the contract.

11.2. In the event of the Government of India or the Government of West Bengal, as the case may be, being unable to pay the amount due to the contractor under the contract, the contractor shall be entitled to suspend the work under the contract until the amount due to him is paid in full.

11.3. In the event of the Government of India or the Government of West Bengal, as the case may be, failing to pay the amount due to the contractor under the contract, the contractor shall be entitled to terminate the contract and to claim the amount due to him, together with interest thereon, from the Government of India or the Government of West Bengal, as the case may be.

11.4. The contractor shall be bound to execute the work under the contract in accordance with the programme of work approved by the Government of India or the Government of West Bengal, as the case may be.



11.5. The contractor shall be bound to maintain the accounts of the work under the contract in accordance with the rules and regulations made in this behalf by the Government of India or the Government of West Bengal, as the case may be.

indemnities, plans and other documents as may in any way be required to be so done.

- 11.6 To appear before any Notary Public, Registrar, Sub-Registrar, District Registrar, Registrar of Assurances, Metropolitan Magistrate and other officer or officers or authority or authorities having jurisdiction in that behalf and to present for registration and to admit execution of and to acknowledge and register or have registered and perfected all deeds, instruments and/or writings signed or made by us or by our Said Attorney by virtue of the powers hereby conferred.
12. To have the units and other constructed areas and saleable space within the Developer's Allocation in the Said New Buildings proposed to be constructed at the Said Premises separately assessed and mutated in the names of the owners thereof in all public records and with all authorities including the KMC.
13. To accept, receive, sign and acknowledge all notices and/or services of all papers or documents from all Courts, Tribunals, Postal Authorities and/or other authorities and/or persons and also all registered or insured letters, parcels and/or money orders.
14. To commence, prosecute, enforce, defend, answer and/or oppose all suits, actions and/or other legal proceedings and/or demands, civil or revenue, concerning the Said Premises or any of our affairs in connection therewith or any of the matters aforesaid in which we now are or may hereafter be interested or concerned and also if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any actions and/or proceedings as aforesaid.
15. To sign, declare, verify and/or affirm all Vakalatnamas, Plaints, Written Statements, Petitions, Consent Petitions, Warrants of Attorney, Memorandums of Appeal, Affidavits and all other documents or cause papers as the occasion shall require and/or as our Said Attorney may think fit and proper.

11. To assist in the registration of any...
12. To assist in the registration of any...
13. To assist in the registration of any...



14. To assist in the registration of any...
15. To assist in the registration of any...
16. To assist in the registration of any...

16. For better and more effectually exercising all or any of the powers and authorities aforesaid, to retain, appoint and/or employ Advocates, Pleaders, Solicitors or Debt Collecting Agents and to revoke such appointment.
17. To receive and/or pay and/or deposit all moneys including without limitation Court fees, stamp and registration fees and to receive refunds thereof and grant valid receipts and discharges in respect thereof.
18. To enforce any covenant in any agreement, declaration and/or license or tenancy agreement or any other document entered into by any of us and if any right to re-enter arises in any manner under such covenants or under notice to vacate or quit then to exercise such right amongst others.
19. To accept surrender and/or releases of any vacant and/or notional possession of any portion of the Said Premises from its tenants, occupiers and/or trespassers and to retain the same.
20. For all or any of the purposes herein-stated, to appear and represent us before all concerned authorities and officials, Central and State Government Departments, Income Tax Departments, Revenue Departments, Land Departments and/or its Officers and also all other state Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all Courts and Tribunals, including without limitation Officials of Reserve Bank of India, Income Tax Officers, Commissioner of Income Tax and make commitments and/or give undertakings.

AND GENERALLY to do all such acts, deeds, matters and/or things concerning the authorities hereby granted in respect of the Said Premises and for better exercise of the authorities herein contained which we ourselves could have done lawfully under our own hands if personally present.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our Said Attorneys or any of them or any of their substitutes shall do or caused to be done or shall lawfully do or caused to be done in or about the Said Premises aforesaid.

14. To receive and retain custody of any of the following articles
15. To receive and retain custody of any of the following articles
16. To receive and retain custody of any of the following articles
17. To receive and retain custody of any of the following articles
18. To receive and retain custody of any of the following articles
19. To receive and retain custody of any of the following articles
20. To receive and retain custody of any of the following articles



Schedule
[Said Premises]

The plot of land having an area of 1 Bigha, 16 Cottahs, 15 Chittacks and 9 Square Feet by actual physical measurement with 2 brick-built structures thereon being Municipal Premises No. 42, S.N. Banerjee Road, Kolkata-700 014, P.S. Taltala, within Ward No. 53 of the Kolkata Municipal Corporation, butted and bounded as follows:

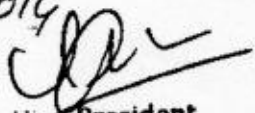
- ON THE NORTH : By S.N. Banerjee Road.
- ON THE EAST : By Taltola Lane.
- ON THE SOUTH : Partly by 2H/2, Taltola Lane and partly by 2H/3, Taltola Lane
- ON THE WEST : Partly by 40A, S.N. Banerjee Road and partly by 38, S.N. Banerjee Road.


IN WITNESS WHEREOF we have executed this Power of Attorney at Kolkata on the day, date and month first above written. *dated 23.12.2014*


Signed, executed and delivered for the within named **Grantor** in the presence of:

Witnesses:

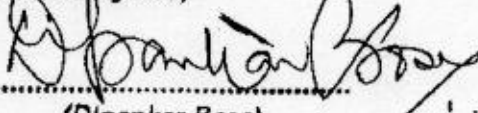
1. *Sebadas Hazra*
6/7A, Aje Bose Road
Kolkata - 700 017
2. *Niladri Raha*
Y.M.C.A,
25, Jawaharlal Nehru Road,
Kolkata - 700 087
3. *Subir Mullick*
66, Dr. Lal Mohan Bhatt. Road
Kolkata - 700 014


Vice-President
YMCA CALCUTTA
(*JOHN A K GUPTA*)


President
YMCA CALCUTTA
EDWIN ANTHONY AVIET.


Honry. Treasurer
YMCA CALCUTTA
DEBASISH BISWAS

Drafted by me,


.....
(Dipankar Bose)

Advocate, Calcutta High Court
Enrolment No. WB/955/85

The plan of land shown on page 2 of the plan is hereby approved and the same shall be deemed to be the plan of the land for all purposes.

ON THE NORTH
By [Signature]
ON THE EAST
By [Signature]
ON THE SOUTH
By [Signature]
ON THE WEST
By [Signature]

[Signature]
[Signature]
YINCA CALCUTTA

[Signature]
[Signature]
YINCA CALCUTTA

[Signature]
[Signature]
YINCA CALCUTTA



[Faint, illegible text and signatures]

Presentant/
Executant/Sellers/
Buyer/Claimant

L.H. BOX - SMALL TO THUMB PRINTS
N.B:-
R.H. BOX - THUMB TO SMALL PRINTS



[Handwritten signature]

L.H.					
R.H.					

ATTESTED:-

[Handwritten signature]



[Handwritten signature]

L.H.					
R.H.					

ATTESTED:-

[Handwritten signature] (JOHN AK GHOSE)



[Handwritten signature]

L.H.					
R.H.					

ATTESTED:-

[Handwritten signature]

PHOTO	L.H.					
	R.H.					

ATTESTED:-





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

Endorsement For Deed Number : IV - 09004 of 2014
(Serial No. 15648 of 2014 and Query No. 1903L000024270 of 2014)

On 23/12/2014

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

Presented for registration at 19.15 hrs on :23/12/2014, at the Private residence by John A. K. Ghosh ,
one of the Executants.

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

Execution is admitted on 23/12/2014 by

1. Edwin Anthony Aviet
President, Y M C A Calcutta, 25, Jawaharlal Nehru Road, P. S. - Park Street, Kolkata, District:-, WEST
BENGAL, India, Pin :-700087.
, By Profession : Service
 2. John A. K. Ghosh
Vice President, Y M C A Calcutta, 25, Jawaharlal Nehru Road, P. S. - Park Street, Kolkata, District:-,
WEST BENGAL, India, Pin :-700087.
, By Profession : Service
 3. Debasish Biswas
Treasurer, Y M C A Calcutta, 25, Jawaharlal Nehru Road, P. S. - Park Street, Kolkata, District:-,
WEST BENGAL, India, Pin :-700087.
, By Profession : Service
- Identified By Sebadas Hazra, son of Lt. Ranjit Hazra, 6/7 A, A. J. C. Bose Road, P. S. - Shakespeare
Sarani, Kolkata, District:-, WEST BENGAL, India, Pin :-700017, By Caste: Hindu, By Profession:
Service.

(Sanatan Malty)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 29/12/2014

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.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 29/12/2014

(Under Article : ,E = 7/- on 29/12/2014)


Additional Registrar of Assurance - III
Kolkata

(Sanatan Malty)
ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 1 of 2

29/12/2014 14:52:00





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

Endorsement For Deed Number : IV - 09004 of 2014
(Serial No. 15648 of 2014 and Query No. 1903L000024270 of 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 Maitly)
ADDITIONAL REGISTRAR OF ASSURANCE-III

Sanatan Maitly
Additional Registrar of Assurance - III
Kolkata

(29 DEC 2014)
(Sanatan Maitly)
ADDITIONAL REGISTRAR OF ASSURANCE-III
EndorsementPage 2 of 2

29/12/2014 14:52:00



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 16
Page from 6963 to 6975
being No 09004 for the year 2014.



[Handwritten signature]

(Sanatan Maity) 31-December-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

CERTIFIED TO BE TRUE COPY



[Handwritten signature]
Additional Registrar of Assurance - III
Kolkata

22 JAN 2015

