Regd. No. 222 Dated 04 / 09 /2006

IRREVOCABLE GENERAL POWER

OF ATTORNEY

№ 065954

खातेदाराची प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Br. Kaly दिनांक / Date 21/9/06

मुद्रांक शुल्क / Stamp Duty रू./Rs. 1052

सेवा आकारणी शुल्क / Service Charges रू./Rs. 102

No. of Documents ____

एकूण / Total रू./Rs. 1152

अक्षरी रूपये / Amount in Words one thousand ten hundred fifty two

मुद्रांक शुल्क भरणाऱ्याचे नाव / Name of stamp duty paying party Sri Sagar Morais

पत्ता / Address Shivaji Chowk, Kashish Apt-3 Near Mhasoba maidan, Kalyan (W)

समोरच्या पक्षकाराचे नाव / Name of counter party Sri. Mane Henry Morian

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction Power of Attorney

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank

Franking Document Delivered

THANE BHARAT SAHAKARI BANK LTD. KALYAN BR.

THANE BHARAT SAHAKARI BANK LTD. SCHEDULED BANK KALYAN BRANCH

रोखपाल / Cashier

अधिकाऱ्याची सही
Authorised signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamps.

A.A. Deshmukh
Authorised Signatory
For Thane Bharat Sahakari Bank Ltd.
Kalyan Branch.

Thane Bharat Sahakari Bank Ltd.,
Kalyan Branch,
Jeevarshi Apartment, Jamanabai
Compound, Shivaji Chowk,
Agra Road, Kalyan (w) 421 301.
D-5/STP(V)/C.R.1005/04-05/1504-07

भारत 21219 SOCIAL ADHESIVE महाराष्ट्र
SEP 02 2006
110187 12:24
Rs. 00100/-PB5368
INDIA STAMP DUTY MAHARASHTRA

Shree

IRREVOCABLE GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, (1) SMT. MARIE HENRY MORAIS, Aged about 55 Years, Occupation Housewife (2) SHRI JAMES MORAIS, aged about 46 Years, Occupation Business, and (3) SHRI NATAVARLAL GAJJAR, aged about 46 Years, Occupation- Service, all are Adult and Residing at Ammu Arched Near Mhasoba Maidan, Chikanghar, Kalyan(W) Dist.-Thane, DO HEREBY SEND GREETING AS UNDER :

1

WHEREAS:

(a) We are in use, occupation and possession of piece and parcel of land property bearing Survey No. 9, Hissa No. P , admeasuring 2641.50 Sq. Meters, lying and being situated at Revenue Village- Kolivali Taluka- KALYAN, Dist.-Thane, within the limits of Kalyan Dombivali Municipal Corporation, Sub Registration Dist.- Kalyan and Registration Dist.- Thane, hereinafter called " **THE SAID PLOT/LAND PROPERTY**", more particularly described in the **SCHEDULE** hereinafter.

(b) As per development agreement dated 04 /09 /2006 we have given the said land property to **SHRI JAGATVIR SINGH SHISHODIA,** adult, Aged about 68 Years, Occupation- Business, Residing at Kashturi Apartment No.3, Near Mhasoba Maidan, Chikanghar, Kalyan(W) Dist.-Thane, for development purpose, more particularly described in the **SCHEDULE.** We are busy in other businesses and have no time to look after the said business, therefore we do hereby constitute, nominate and appoint to **SHRI JAGATVIR SINGH SHISHODIA,** adult, Aged about 68 Years, Occupation- Business, Residing at Kashturi Apartment No.3, Near Mhasoba Maidan, Chikanghar, Kalyan (W), Dist.-Thane, on our behalf and in our name to do or cause to be done all the following acts, deeds, matters and things at their own costs, expenses, risk, and consequences of the said property jointly or severally as follows :



1. To make and prepare and/or cause to be made and to be prepared all such plans, specifications, maps and designs and/or to make any alterations as may be required, necessary and advisable for the purpose of Sub-division of the said property for the purpose of building construction and to engage the services at his own costs, of any other person or persons or a party as may be carried out and/or completed construction work at his i.e. Attorney's entire costs on the said property, in accordance with the sanctioned plans and permissions and specifications and so far as any construction work is concerned, to see that all applicable rules and

regulations which are made by the Government of Maharashtra and/or Competent Authority under the Urban Lands (Ceiling & Regulations) Act,1976 and/or Police Authorities and/or any other Competent Authorities for the time being are strictly necessary or advisable .

2. SIMULTANEOUSLY on execution of these presents, to commence, carry out and complete and/or caused to be commenced carried out and / or completed construction work at his i.e. Attorney's entire costs on the said property, in accordance with the sanctioned plans and permissions and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations which are made by the Government of Maharashtra and/or Competent Authority under the Urban Lands (Ceiling & Regulations) Act,1976 and/or Police Authorities and/or any other Competent Authorities for the time being are strictly observed.

3. To carry on correspondence under/or over his signature and carry on negotiations and also settle with all concerned authorities and bodies including corporation office and the Government of Maharashtra, all concerned departments and other concerned authorities and/or town Planning Authorities and/or the competent authority under the Urban Land (Ceiling & Regulations) Act,1976, in connection with the Sub-Division and/or obtaining the No Objection Certificate for the development of the said property.

4. To appear and represent us before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the said property and to make such arrangement and arrive at such arrangement as may be conclusive to the Sub Division and/or development of the said property.

5. To carry on correspondence with the Municipal Office, Tahsildar Office, Government of Maharashtra, Collector of Thane, Bombay Metropolitan Regional Development Authority, Town Planning Authority and other various offices for sub - division and/or development thereof.

6. To appoint at attorney's costs, Engineers, Supervisors, Surveyors, Workmen, Advocate, Solicitor, Counsel and other persons as desired by the said attorney for approval of plans or any other matter connected there with on such terms and conditions and on payment of the fees and remuneration to them as the said attorney may deem fit and also revoke the same.

7. To make and submit all applications, petitions, submissions and appeals and to carry out correspondence with the appropriate authorities or officers concerned for all necessary work and pay their charges, penalty to the concerned authorities on behalf of us.

8. To deal with all the authorities concerned and make necessary payments and deposits in connection with the said property and/or development there of and /or construction work to be carried out thereon and/or otherwise whom so ever in connection therewith and also to receive from the authorities concerned and give proper receipt, discharge for the same.



9. To apply for and obtain the necessary permission under the Urban Land (Ceiling & Regulation) Act, 1976 or any other statutory modification or enactment for the time being in force and/or under any other Central or State legislation for the time being in force as may be necessary in connection with the property Sub-Division construction development and / or transfer of the said property.

10. To make necessary applications to the Office of District - Collector Mamledar, Tahasildar, Talathi, City Survey Officer, Circle Inspector, Sub – Divisional Officer, Land Records Officer, Commissioner of Konkan Division Revenue authorities, , Municipal office, Government of Maharashtra and other Public and Semi-Public authorities, Central Govt. office or such other authorities as may be necessary for the said purpose and or for the purpose setout hereinafter and also apply for convert the said land property in Non-Agricultural use and pay their fees, charges to them on our behalf and complete all necessary correspondence to them.

11. To make the necessary applications, file, affidavits, petitions, before the authorities concerned for obtaining permissions to transfer the said property to the name of such person or persons as the said attorney may think fit and proper including his name and/or his family name's also.

12. To pay the necessary charges, deposits, assessments and apply for the refund thereof as the said attorney may think fit and proper.

13. To prepare and submit to the concerned Authorities the plans for construction of building on the said property and for amalgamation sub-division or lay-out thereof to get the same sanctioned from the concerned Authorities, to make application for amendment to such plan and to do all other acts, deeds, matters and things necessary in connection with the sanctioned of the plan implementation of lay-out of sub-division and construction of building in pursuance of such sanctioned plans for development of the said property and obtaining of the occupation and completion certificate in respect thereof from the Municipal authorities or concerned authorities.



14. To pay the necessary charges, deposits, assessments and apply for the refund thereof as the said attorney may think fit and proper.

15. To develop the said property by way of leveling the same and filling the same and/or constructing sheds, godown and office for the purpose of effective development of the said property. To construct the building/hall/ on the said property as attorney may deem fit and proper and sale same the same to any intending purchaser and receive the consideration cost from them and also make proper document to them.

16. To sign, verify, present and declare plaints, petition/s, written statement, replies, affidavit, declaration/s, undertaking/s, Indemnity Bond, Memorandum, appeal, applications, complaints representations in court proceedings.

17. To pay deposit to the Municipal office and other concerned authorities and M.S.E.B. office as may be necessary for the purpose of water and electricity connection and other purpose for carrying out the construction work or development of the said property and to claim any refund in respect thereof and to give valid and effectual receipts in connection with the refund of such deposits.

18. To commence file and prosecute any action petition/s appeal suits or other proceedings at law against any person or persons in respect of the matters or things relating to ours affairs regarding the said property and to appear to a any defend all actions, suit or other proceedings commenced or to be commenced against us or whereunto we shall think fit to compromise. Refer to arbitration, submit to judgement, discontinue or become non suited in any such actions, suit or proceedings as aforesaid and also to accept services to write summons, notice or other proceedings. To defend and appear for pending suit/s in any court of law including High Court and Supreme Court.



19. To execute and register Conveyance deed, Transfer Deed, Deed of Indemnity, assignment, Exchange Deed, Agreement for sale, development agreement, Power of Attorney Mortgage Deed, Cancellation Deed, Correction Deed, or other assurances in one or more sets in respects of the said property in favour of any person or persons /co-operative housing society and to take all the steps for effective registration of all such documents including to make an application under section 230-A certificate under the Income Tax Act,1961. Provided , such power can be exercised by the said attorney only after the full and final settlement of the costs and kind consideration payable to be as per the terms of the development agreement.

20. To sign, execute, register or otherwise perfect or cause to be signed, executed registered and perfected any agreement, development agreement, power of attorney, conveyance - deed, re-conveyance, assignment, surrender, re-assignments, correction -deed, supplementary deed, transfer or mortgage and other assurances which may in the

opinion of the said attorney be expedient or necessary for any of the foregoing purpose.

21. To appear before the Sub- Registrar / Registrar of Assurances and lodge the aforesaid documents for registration and admit the execution thereof on our behalf and complete the all necessary transactions & formalities.

22. To sign on all necessary N.O.C., Letters, Affidavit, Undertaking, Mortgage-Deed Bonds, Declaration, make and register by my said attorney on my behalf in the concerned offices and when necessary.

23. To make necessary applications under section 26 or other provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and to procure such permissions for transfer of the said property in one or more parts.

24. To take necessary steps for formation of the Co - operative housing society with an intent to transfer the said property or any part or portion thereof without or with structures in favour of the said society and for the purpose to submit the necessary applications, writings, undertakings and declarations as may be required and to appear and represent before the Deputy Registrar/Registrar or other authorities under the Maharashtra Co-operative Societies Act, 1960.

25. To sell the flats/shops/garage/units/room to any prospective purchasers on any cost and receive the consideration price from them and also make necessary receipt, letters, documents viz. Agreement for sale, sale-deed, mortgage-deed, correction deed, conveyance - deed, cancellation-deed, in favour of the purchaser and also register the said documents in the office of Sub-Registrar of Assurances concerned and complete the all necessary transactions and formalities and sign on the necessary documents on our behalf. Issue the letter to purchasers for demand of installments / balance amount of consideration and issue the receipt to them. To issue necessary N.O.C. for mortgage purpose to the financial institution for housing loan purpose. After receiving the consideration price of the units, from the purchasers, to hand over the

possession of the said flat/units etc. to the purchasers concerned and also issue possession letter to them.

26. And generally to do all other acts, deeds, matters and things, whatsoever in or about our said property and affairs herein either particularly or generally described as amply and effectually to all intents and proposes and as we could do in our own person, if these presents had not been made.

27. And for more effectually removing any doubt which may arise as to the true meaning of these presents or as to the construction or application of the powers hereby granted we hereby declare that the powers hereby granted we hereby declare that the powers hereby granted shall not in any case be deemed to revoke any power or authorities hereto before given to our attorney by us or be deemed to be limited to such transactions and matters as are herein expressly mentioned but the same are intended to extend and shall in all cases extend to any other matters or transactions not herein precisely mentioned or defined which in the course of the business may the attorney be deemed to be requisite or expedient to be done or performed.



28. All costs, charges, expenses of and incidental to act, deed, matters or things, done or caused to be done by my said attorney in or about the exercise of my powers herein contained shall be borne and paid as provided by my said attorney alone and shall be responsible for the same.

29. AND we hereby ourselves, our heirs, executors, administrators, agree and undertake to allow, rectify and confirm and whatsoever our attorney or any substitute or substitutes acting under them shall or purpose to do or cause to be done by virtue of these presents.

30. This power of attorney is irrevocable and the same will be binding on our legal heirs also.

SCHEDULE OF THE PROPERTY REFERRED HEREINABOVE

That all the piece and parcel of N.A land property bearing Survey No. 9, Hissa No. P , admeasuring 2641.50 Sq. Meters, lying and being situated at Revenue Village- Kolivali, Taluka- KALYAN, Dist.-Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration Dist.- Kalyan and Registration Dist.- Thane, with all easement rights bounded as under;

Village	Survey No.	Hissa No.	Admeasuring land area (Sq.Meters)
Kolivali	9	P	2641.50

Boundary:

TO WARDS EAST : Open Land.

TO WARDS WEST : Road.

TO WARDS SOUTH : Adjoining S. No. 9/P.

TO WARDS NORTH : Adjoining S. No. 9/P.

IN WITNESSES whereof I have signed, my respective hands in sound mind, in free will on this 4th day SEPTEMBER, 2006 at Kalyan.



Signed, and delivered by the within named
EXECUTANTS/OWNERS ,
(1) SMT. MARIE HENRY MORAIS,



(2) SHRI JAMES MORAIS,

(3) SHRI NATAVARLAL GAJJAR
in the presence of witnesses;

(Sign/LHTI/Photo
Executants)



Signed ,sealed & delivered by within named
Attorney Holder

SHRI JAGATVIR SINGH SHISHODIA,

in the presence of witnesses;

(Sign/LHTI/ Photo of
ATTORNEY HOLDER



WITNESSES;

1.

2.

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२

कुळमुखत्यारपत्र क्र. 222/06

सदर कुळमुखत्यारपत्र आज दि. 08/09/06 रोजी

१) श्रीमती मेरी हेन्री मोराईस, वयात्मक धंदाकामी रा. कल्याण

२) श्री जोसेफ मोराईस, वयात्मक व्यापार रा. कल्याण

३) श्री नरेंद्रलाल गंडभीर वयात्मक नोकरी रा. कल्याण

४) श्री जगतवीर सिंह राजपुरोहित वयात्मक, धंदा रा. कल्याण

यांनी माझे समक्ष सही करून दिले व त्याचे

ओळखीविषयी १) श्री. O. P. तिवारी वकील रा. कल्याण

२) श्री O. C. सिंह वयात्मक नोकरी रा. कल्याण

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हे जाणी पटविते.

अधिप्रमाणन फी रु. 25/-

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२

१ A. P. Tiwari Advt.

२

सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२