

IRREVOCABLE POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is made on this ___TH DAY of FEBRUARY, 2024 BETWEEN

1) MRS. GOURI SHRIKRISHNA KSHIRSAGAR (PAN ABZPK3819M & AADHAR NO. 3366 8728 8059), aged about:- 66 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

2) SHRI AJINKYA MOHAN JALTARE (PAN AICPJ5372J & AADHAR NO. 3053 7476 0933), aged about:- 48 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

3) SHRI SHARAD MORESHWAR DATE (PAN AARPD7031R & AADHAR NO. 4504 7364 2137), aged about:- 69 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

4) SHRI ANIL RAGHUNATHRAO TARE (PAN AASPT8957H & AADHAR NO. 7096 3366 6747), aged about:- 58 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

5) SHRI RAVINDRA VITTHALRAO UGALE (PAN AAPPU4033Q & AADHAR NO. 9843 0334 6529), aged about:- 54 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

6A) MRS. VINITA RAJESH BHATE (PAN AKLPB2746F & AADHAR NO. 7434 4554 1358), aged about:- 56 years, AND

6B) SHRI.RAJESH PADMAKAR BHATE (PAN ABNPB7990G & AADHAR NO. 2054 3471 9076), aged about:- 60 years, Both Residents of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

7) SHRI SUNIL MANOHAR TIKEKAR (PAN AARPT4896J & AADHAR NO. 8874 0105 8553), aged about:- 63 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

8) SHRI ABHAY BABURAO PARATE (PAN AGZPP0791N & AADHAR NO. 4002 9133 0555), aged about:- 58 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

9) SHRI PAWAN PRAKASH ISRANI (PAN AAPP19877E & AADHAR NO. 2045 3019 8854), aged about:- 38 years, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khajla, NAGPUR-440025.

10A) SHRI. MANISHKUMAR PRABHULAL AGRAWAL(PAN AARPA3837C & AADHAR NO. 7650 5482 6542) aged about 67 years, Occ:- Business , AND

10B) **MRS. MEENA MANISHKUMAR AGRAWAL (PAN AOOPA0695M & AADHAR NO. 3152 1203 3284)** aged about 59 years, **Occ:- Household** Both Residents of Flat No. B-1, Deepak Apartment, Plot No. 130-A, Pande Layout, Khamla, Nagpur-440025.

11) **SHRI SACHIN ASHOKRAO DEOTARE (PAN AFPPD8374Q & AADHAR NO. 9170 2262 1636)**, aged about:- 43 years, **Occ:- Service**, Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khamla, NAGPUR-440025.

12A) **MR. ASHOK PRALHADRAO DETHE (PAN AARPD4802A & AADHAR NO. 8441 5071 8855)**, aged about:- 62 years, **Occ:- Retired** Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khamla, NAGPUR-440025.

12B) **MRS. ARCHANA ASHOK DETHE, (PAN ALGPD8627B & AADHAR NO. 4479 6299 3226)**, aged about:- 53 years, **Occ:- Household** Resident of Plot No. 172, Prathamesh Apartment, Pande Layout, Khamla, NAGPUR-440025.

Hereinafter Jointly called the "**EXECUTANTS**" do hereby jointly and severally nominate, constitute and appoint

M/S M&T BUILDCON, (PAN ABPFM1939C) A Partnership Firm having it's Office situated at 301, Sai Arpan, Plot No. 33, Sneh Nagar, NAGPUR-440025 and acting through its Authorized partners

(1) **SHRI. TUSHAR VISHNU UMBARKAR (PAN- ABJPU7156M)** Aged about 42 years, **Occu:- Business**, R/o 401, Prem Sai IX, Sahakar Nagar, Nagpur-440025. (**AADHAR No. 9376 9037 8115**) AND / OR

(2) **SHRI. MAHESH NAMDEORAO NAGMOTE (PAN- AFVFN3560N)** Aged about 47 years, **Occu: - Business**, R/o Plot No. 27, Old Subhedar Layout, Near Adarsh Vidhya Mandir, NAGPUR-440024. (**AADHAR No. 8523 4276 1845**) as our True and Lawful Attorney EITHER JOINTLY OR SINGLY in our names and on our behalf.

WHEREAS we jointly own and possess ALL THAT Piece and Parcel of Land bearing Plot No 172 containing by admeasurements 750.19 Sq. Mtrs (OR 8075 Sq.ft.) being a portion of the entire land bearing Khasra No. 72 & 73 of MOUZA KHAMLA, P.S.K 9 Together with the existing more than 30 years Old Residential Building standing thereon known and styled as "PRATHEMESH APARTMENT" including all the connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto & bearing bearing City Survey No 2098/257, Sheet No.40 situated at Pande Layout, Khamla within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 75 Tah. And Dist: NAGPUR; AND

WHEREAS for cogent reasons and good causes we have now jointly decided to re-develop the aforesaid property through **M/S. M&T BUILDCON**, A Partnership Firm having its Office at 301, Sai Arpan, Plot No. 33, Sneh Nagar, NAGPUR-440015, and accordingly

we have executed an Agreement of Re-Development and Sale in favour of **M/S. M&T BUILDCON** on ____ upon the several terms and conditions contained therein. The said Agreement of Re-Development and Sale Dated _____ which is duly Registered in the Office of the Sub-Registrar, Nagpur-__ in Book No. 1 at Sr. No. _____ on even date on payment of requisite Stamp Duty of Rs. _____/- has been fully paid in Adjudication Case No. _____ and Full Registration Fees of Rs. 30,000/- Only is also paid thereon; AND

WHEREAS we being pre-occupied in our respective assignments, it is neither possible nor convenient for us to do and execute various acts, deeds and things required in the matter of completion of the proposed transaction of development of the aforesaid property in all respects. It has therefore become expedient to appoint some one as our Attorney or Agent, who shall observe and fulfill all the obligations on our part. We therefore do hereby jointly and severally nominate, constitute and appoint our aforesaid Attorney and empower it to do all or any of the following acts, deeds and things for us and on our behalf that is to say –

- (1) To enter into an Agreement(s) to Sell the said property (excluding the Apartments chosen to be retained by us) with willing buyer(s) and to sign and execute such Agreement(s) to Sell and to get the same duly registered in accordance with the law in force, if considered necessary.
- (2) To receive the Earnest Money or Advance Sale Price from such buyer(s) and to pass a valid receipt and discharge for the same.
- (3) To sign Plans/Revised Plans of the Building proposed to be constructed on the said Plot of land and also to sign/execute indemnity bonds, various forms and applications and also to Swear an Affidavit(s) required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation for seeking sanction to such Plans.
- (4) To deposit necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in our names and to apply for refund thereof and to receive back such money as may be refunded to us by the Nagpur Improvement Trust/Nagpur Municipal Corporation and to pass a valid receipt and discharge for the same.
- (5) To apply for water and electricity connections etc. and to pay/deposit necessary sums in the Office of the concerned authorities.
- (6) To sign various Applications/Forms regarding commencement of working stage progress and completion of works etc. and to submit the same in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation.

- (7) To sign and execute various Sale Deeds (excluding the Apartments chosen to be retained by us) each relating to the Undivided proportionate variable shares and interest in the aforesaid property in favour of the respective individual buyers and to receive the balance sale price from such buyer(s) and to get such Sale Deed(s) duly registered in accordance with the law in force.
- (8) To sign and execute Deeds of Correction/Supplementary Deeds, Deed of Assignment, Deed of Cancellation, Deed of Mortgage, Deed of Reconveyance etc. or any other suitable and required deed and document and to get the same duly Registered in accordance with the law-in-force.
- (9) To sign and execute a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970 and also to sign/execute various Apartment Deeds in favour of respective individual Apartment Owners and to get the same duly registered in accordance with the law in force.
- (10) To deliver the actual physical possession of the said property to the respective individual buyer(s) on Registration of the Sale Deed(s).
- (11) To support all applications for mutation of names on the said property and to do all necessary things to procure the mutation thereof in favour of such individual buyers in all relevant records. To apply for mutation of our names on the said property in all relevant records and to do the needful.
- (12) To apply to the Nagpur Improvement Trust, Nagpur/Nagpur Municipal Corporation for obtaining a No Objection Certificate/Consent Letter and to receive such Certificate, if considered necessary. To represent us before the concerned Officer/Authority of the Nagpur Improvement Trust/Nagpur Municipal Corporation/City Survey Department etc. regarding the development of the aforesaid property and to do the needful.
- (13) To apply to the MAHA- Rera Authority for the Registration of the said Project and for the said purpose to submit all documents, sign all applications, undertakings, declarations, affidavit for and on our behalf pertaining to the said registration.
- (14) To purchase the T.D.R. in our names and to load such T.D.R. on the building proposed to be constructed on the aforesaid Plot of land and to do the needful in this regard. To sell/transfer the unconsumed balance T.D.R. to any interested buyer and to execute a proper Deed of Transfer regarding the same in favour of such interested buyer and to get the same duly registered in accordance with the law in force and also to receive the consideration for such T.D.R. from such interested buyer and to pass a valid receipt and discharge for the same.
- (15) To sign and verify applications, statements, declarations and affidavits etc. for us and on our behalf.

- (16) To deposit money in the Court, Government and/or Semi-Government Departments and Offices and receive any such amount of security deposits, fees etc.
- (17) To obtain refund of money so deposited in any Court, Department and Offices and to pass a valid receipt and discharge for the same.
- (18) To prepare and sign Plaints, Written Statements, Appeals, Returns, Affidavits, Declarations, Compromise Deeds, Pursis etc. and to submit the same to the concerned Civil/Revenue Courts. To Lead the evidence on our behalf in the Court of Law and to do the needful.
- (19) To represent us before any Civil and/or Revenue Courts regarding the aforesaid matters and to do the needful.
- (20) To complete all Administrative, Revenue and/or Legal requisition that may be required in this regard. To represent us before the various Government, Semi-Government Departments and Offices, Autonomous Bodies etc. and to do the needful.
- (21) To Mortgage the aforesaid property or any part thereof (excluding the Apartments chosen to be retained by us) to any Financial Institution by way of security for the repayment of loan.
- (22) To receive, accept, deliver and acknowledge post, letters, telegrams, fax and other correspondence addressed to us or care of the Attorney from the postal department, telecommunication department, courier and all other Government or other postal services.
- (23) To do all things necessary to complete the aforesaid transaction of Development relating ONLY to the said property and to observe and perform all the obligations on our part in accordance with the Agreement(s) to be made by us with any willing buyer/buyers.
- (24) To appoint Architect, Engineer and/or Supervisor for carrying on and completing the proposed work, if considered necessary.
- (25) To engage Advocate, Pleader, Vakil for completion of the aforesaid transaction smoothly and to fix his remuneration.
- (26) To apply for the Occupation Certificate / Building Completion Certificate to the concerned sanctioning authorities and for the said purpose to sign all deeds, documents, applications, affidavits, declarations, affidavits and perform all the requisite compliances for and on our behalf.
- (27) Generally to act as our Attorney or Agent in relation to the matters aforesaid and all other matters connected thereto and on our behalf to execute and do all acts, deeds and things as fully and effectually in all respects, as we ourselves would do, if personally present.

(28) We do hereby declare that we will not withdraw, cancel or revoke this General Power of Attorney until the matters aforesaid are fully completed and duly complied with in all respects. Till such time this Power of Attorney shall remain IRREVOCABLE.

AND we hereby ratify, confirm and agree to confirm whatsoever our said Attorney shall do or purport to do by virtue of this General Power of Attorney.

IN WITNESS WHEREOF WE, the aforesaid EXECUTANTS, have hereto set our respective hands and signed this DEED in presence of the attesting witnesses signing as such.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of Land bearing Plot No 172 containing by admeasurements 750.19 Sq. Mtrs (OR 8075 Sq.ft.) being a portion of the entire land bearing Khasra No. 72 & 73 of MOUZA KHAMLA, P.S.K 9 Together with the existing more than 30 years Old Residential Building standing thereon known and styled as " PRATHEMESH APARTMENT" including all the connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto & bearing bearing City Survey No 2098/257, Sheet No.40 situated at Pande Layout, Khamla within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 75 Tah. And Dist: NAGPUR and the above said plot of land is bounded as under :

ON THE EAST	--	PLOT No. 173.
ON THE WEST	--	4.57 MTRS WIDE LANE.
ON THE NORTH	--	PLOT No. 163.
ON THE SOUTH	--	9.14 MTRS WIDE ROAD

IN WITNESS WHEREOF the OWNERS / EXECUTANTS and the DEVELOPER /ATTORNEY hereinabove named have hereto set their respective hands and signed this IRREVOCABLE POWER OF ATTORNEY at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Advocate Pravin Patil.

WITNESSES:

1) _____

1) **MRS. GOURI SHRIKRISHNA KSHIRSAGAR**

2) _____

2) **SHRI AJINKYA MOHAN JALTARE**

3) **SHRI SHARAD MORESHWAR DATE**

4) **SHRI ANIL RAGHUNATHRAO TARE**

5) **SHRI RAVINDRA VITTHALRAO UGALE**

6A) **MRS. VINITA RAJESH BHATE**

6B) **SHRI.RAJESH PADMAKAR BHATE**

7) **SHRI SUNIL MANOHAR TIKEKAR**

8) **SHRI ABHAY BABURAO PARATE**

9) **SHRI PAWAN PRAKASH ISRANI**

10A) **SHRI. MANISHKUMAR PRABHULAL AGRAWAL**

10B) **MRS. MEENA MANISHKUMAR AGRAWAL**

11) **SHRI SACHIN ASHOKRAO DEOTARE**

12A) **SHRI. ASHOK PRALHADRAO DETHE**

12B) **MRS ARCHANA ASHOK DETHE**

(APARTMENT OWNERS/EXECUTANTS)

M/S M & T BUILDCON

THROUGH ITS PARTNERS

SHRI. TUSHAR VISHNU UMBARKAR

SHRI. MAHESH NAMDEORAO NAGMOTE

(DEVELOPER / ATTORNEY)