POA
Chandana Garg

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

L. H. Ghagargunde
Stamp Vendor
Mahal, Nagpur.
Lic No. 14/92
Code No. 4601017

Sr. No. 6996 Dt. 23/09/2013

Name प्रभात जनक गर्ग

Through आदेश एस.बी.पत्र

NAGPUR TREASURY
M 384118
28 OCT 2013
Sr. Clerk

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, MS. CHANDANA D/O. LATE SHRI JANAK GARG (MRS. CHANDANA W/O. PRADEEP SAWANT), Aged about 33 Years, Occupation – Housewife, Resident of Ganga Kutir, Clarke Town, Post Office : Bezonbagh, Nagpur – 440004, Mobile No. 8600309204, Personal Identification Mark: Black Mole on left arm} (Hereinafter called to and referred as "THE EXECUTANT" or "PRINCIPAL") do hereby execute this General Power of Attorney on this 13 day of November, 2013 at Nagpur, in favour of my brother **SHRI. PRABHAT S/O. LATE SHRI JANAK GARG**, Aged about 38 Years, Occupation – Business, Resident of 131, Gokuldham, Behind Asha Hospital, Kamptee Cantt., Nagpur - 441001{Permanent Account No. ABYPG4094K, Mobile No. 8007200000, Email : prabhatjgarg@gmail.com, Personal Identification Mark: Scar on right wrist} (Hereinafter called to and referred as " ATTORNEY ") as my true & lawful attorney, authorising & empowering him to represent me in any capacity for all deeds & works relating to properties mentioned in this deed or any other properties in which my right or interest arose or which are succeeded by me from my father; AND

I State that, I have 1/5th Share In the Property consisting of land admeasuring about 1,74,240 Sq. Ft. being the part of land bearing Khasra No. 209/1, Patwari Halka No. 15 of Mouza Bhilgaon, Tahsil – Kamptee and District – Nagpur; AND

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SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 3

That, After demise of my father Shri Janak Garg, as per his last will dated 19/03/2003, I have succeeded land admeasuring about 8000 Sq. Ft. from his share in the property consisting of land admeasuring about 1,74,240 Sq. Ft. being the part of land Khasra No. 209/1, Patwari Halka No. 15 of Mouza – Bhilgaon, Tahsil – Kamptee and District – Nagpur; AND

That, as on date I have ownership of land admeasuring about 42848 Sq. Ft. in the Property consisting of land admeasuring about 1,74,240 Sq. Ft. being the part of land bearing Khasra No. 209/1, Patwari Halka No. 15 of Mouza – Bhilgaon, Tahsil – Kamptee and District – Nagpur (Hereinafter called to and referred as the said 'Bhilgaon Property' and more particularly described in the Schedule 'A'); AND

That, the aforesaid Bhilgaon Property is presently owned by me along with my mother Smt. Madhu Janak Garg and my brothers Shri Prabhat Janak Garg and Shri Vikas Janak Garg and we have jointly decided to do Partition of the said Property to determine share of each party; AND

That, My mother and brothers have also succeeded some properties from my father Shri Janak Garg, after his death as per his last will dated 19/03/2003, in which I have no right or interest in those properties which are succeeded by them; AND

That, My father has bequeathed the property consisting of Agriculture Land admeasuring about 6.78 Hectares (i.e 17 Acres) bearing Khasra No. 49, Patwari Halka No. 7 of Mouza – Budhla, Tahsil – Kalmeshwar, District – Nagpur (Hereinafter called to and referred as the said 'Budhla Property' and more particularly described in the Schedule 'B') to my brothers Shri Prabhat & Vikas Garg as per his last Will and they have succeeded the said property after his death; AND

That, due to inadvertence, my name along with name of my mother and brothers have been mutated on 7/12 extract and other Government records in respect of the said Budhla Property;

That, though I do not have right any right or interest in the said Budhla but as my name has been mutated on Government Record, I have decided to execute Relinquishment Deed in favour of my brothers relinquishing all my right & interest in the said Budhla Property to avoid any complication in future and to rectify the Government Record; AND

That, my brothers and mother are apprehending some technical or legal objections/complications as last Will of my father was not registered and to avoid any legal issue or dispute in future due to unregistered WILL, I have decided to execute appropriate deeds or documents in respect of the Bhilgaon Property, Budhla Property and the other properties which are succeeded by my mother and brothers; AND

That, the Bhilgaon Property, Budhla Property and other properties which are succeeded by my mother & brothers are collectively referred as the 'Properties' for sake of brevity; AND

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THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.3
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That, due to some personal reasons, it is not possible for me to attend the office of Joint Sub Registrar for execution & registration Deeds/documents and to complete other formalities relating to the said Properties, therefore, it is expedient to appoint and constitute a attorney; AND

I hereby appoint & constitute my brother **Shri Prabhat S/o Late Shri Janak Garg,** as my attorney and I do hereby authorize and empower the aforesaid attorney, to do all or any of the following acts, deeds and things for me, in my name and on my behalf with reference to the said Properties:

1. To appear, present, to sign, to execute and to register Partition Deed, Relinquishment Deed, Correction Deed, Assignment Deed, Agreement to Sale, Sale-deed, or any other deed/document relating to Properties which are referred & described in the Last Will of my father Shri. Janak Garg or part of it before the Concerned Sub-Registrar or any other authority or otherwise, on such terms and conditions as may be deemed fit by the attorney. The attorney is also authorised to do & execute all acts, deeds & things necessary for the execution and registration such deeds and documents on such terms and conditions as may be deemed fit by the attorney.

2. To administer, control, govern and supervise the Bhilgaon Property. To Manage & handle day to day work relating to the said Property. To carry out any alteration, repair, renovation or modification work in the said Property.

3. To negotiate for sale/transfer /convey or deal with or contract for above mentioned Properties or part of it with prospective purchaser(s). To fix the terms and conditions of sale/transfer/conveyance and to fix the total amount of consideration etc and other terms as may be deemed fit by the attorney.

4. The Attorney is fully empowered to receive earnest money and other consideration amount from prospective transferee(s) in his name or otherwise in the respect of the said Properties or part of it and to issue receipt/acknowledgement for the same in my name and on my behalf.

5. To deliver the actual or symbolical possession of the aforesaid Properties or part of it in favour of the prospective purchaser.

6. To appear, approach or represent me at the concerned Government or Semi-Government Department or Authority for any kind of work related to the said Properties or part of it. To execute any applications, deeds, forms, affidavits before any magistrate or any authority as required or the attorney deems fit for said work.

7. To appear, approach or represent me at the concerned office of MSEDCL or Water Department for any work relating to electric or water meter.

8. To sign all application, forms, agreement, document, to give no objection certificate and to complete all other formalities necessary for mutation of name and for obtaining the NOC / Consent / Permission.

9. To apply for supply of any kind of stamps/court fee, or refund of stamps/court fee, before collector of stamps/court/ treasury officer or before any other concern department and for this purpose to execute the required deeds or applications etc.

10. To lease out the said Properties to any third person. To execute, appear, sign and register the Lease Deed or Leave & Licence Agreement before the Concern Sub-registrar or any competent authority: To receive the rent or any other consideration for that on my behalf, in his name also.

11. To execute such indemnities and personal or third party guarantees as may be considered expedient for any of the purpose on such terms and conditions as may be deemed fit by the attorney.

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12. To file complaint/FIR on my behalf with concerned Police Station or with any authority against any person if required, on my behalf. To give statement to police officer and other competent Authority on my behalf.

13. To initiate or defend any kind of litigation or proceedings by way of suit, complaint, application, writ, appeal, revision, review or any proceedings etc. either before the Court or any other Authority, Tribunal etc. Attorney would also be entitled to defend any action against us regarding the said Properties or part of it. In connection with the litigation attorney would be entitled to sign plaint, written statement, application, reply, petition, and memo of appeal, revision or any other proceedings etc. either to initiate the proceedings or to defend the proceedings or compromise or settle any matter on such terms as may be deemed fit by the attorney on my behalf in any of the matters. The attorney is also empowered to present me in all ongoing litigations.

14. To engage lawyers, sign *Vakalatnama*, memo of appearance etc. on my behalf. To sign applications or submissions in connection with the legal compliance and formalities on my behalf.

15. To admit execution of any document signed and executed by me or any of my legal heirs before the Notary Public, Sub-Registrar or elsewhere.

16. The attorney is further empowered to substitute/s with any person/s for all or any of the rights conferred upon him and to delegate all or any of the power conferred upon him. To appoint sub-agent / attorney or a person to delegate all powers conferred by this document including further power of delegation.

17. To do all such acts, deeds & things which are specifically described above or such other acts, deeds and things which are consequential to the acts which are described above as attorney deems fit.

That, All such acts, deeds & things lawfully done or executed by my constituted said attorney or by his substitute/delegate in respect of the said Properties, shall construe to be the acts, deeds and things done by me personally & shall be legally binding on me as well as on my heirs, legal representatives, successors, assigns etc. I do hereby and at all times hereafter shall ratify and confirm all and whatsoever other act or acts of the said attorney shall lawfully and bonafide do or cause to be done by virtue of these presents.

That, any mistake in the description of the Properties or any omission there from or non describing any property will not affect the dispositions hereby made and this deed will apply to Bhilgaon Property, Budhla Property and all properties which are referred & described in the Last Will of my father Shri. Janak Garg.

SCHEDULE OF PROPERTY 'A'

ALL THAT Piece and parcel of property consisting of land admeasuring about 1,74,240 Sq. Ft. being the part of land bearing Khasra No. 209/1, Patwari Halka No. 15 of Mouza – Bhilgaon, Tahsil – Kamptee and District – Nagpur including all other easementary rights appurtenant and belonging thereto & bounded as under :

ON THE NORTH	-	Shivdhura of Bhilgaon/Khairi
ON THE SOUTH	-	Khasra No. 210 / Suman Vihar
ON THE EAST	-	Land owned by Mohd. Ali
ON THE WEST	-	Land owned by Dr Ostwal

SCHEDULE OF PROPERTY 'B'

ALL THAT piece and parcel of the property consisting of Agriculture Land admeasuring about 6.78 Hectares (i.e 17 Acres) bearing Khasra No. 49, Patwari Halka No. 7 of Mouza – Budhla, Tahsil – Kalmeshwar, District – Nagpur, including all other easementary rights appurtenant and belonging thereto & bounded as under :

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THE SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.3

ON THE EAST	-	Mountain and Government Land
ON THE WEST	-	Mountain and Government Land
ON THE NORTH	-	Mountain and Government Land
ON THE SOUTH	-	Mountain and Government Land

IN WITNESS WHEREOF, the contents of this deed is explained to parties in vernacular and after understanding the contents of the deed/document, the Parties hereto have signed this deed at Nagpur on the day, month and year mentioned firs t hereinabove, in presence of witnesses:

Drafted by Toal & Tolani Associates, Mahal, Nagpur, as per the instructions and documents provided by the Parties.





Witnesses	Photo	Left Hand Thumb Impression	Signature
1) 			Chandana Janak Garg (Chandana Pradeep Sawant) **Executant / Principal**
2) 			Prabhat Janak Garg **Attorney**

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SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.3 सह दुय्यम निबंधक, वर्ग-२, नागपुर शहर क्र. ३