

267/1686

Thursday, March 22, 2018

10:49 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2153 दिनांक: 22/03/2018

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: नगान4-1686-2018

दस्तऐवजाचा प्रकार: जनरल पॉवर ऑफ अॅटर्नी

सादर करणाऱ्याचे नाव: श्रीमती सत्यभामाबाई विश्वेश्वर खडगी

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 520.00

पृष्ठांची संख्या: 26

एकूण:

रु. 620.00

DELIVERED

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

10:42 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.0/-

मोबदला रु.1/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 520/-

सह इव्यम निबंधक, याग-२

NGP4

नागपूर शहर क्र. X

सत्यभामा विश्वेश्वर



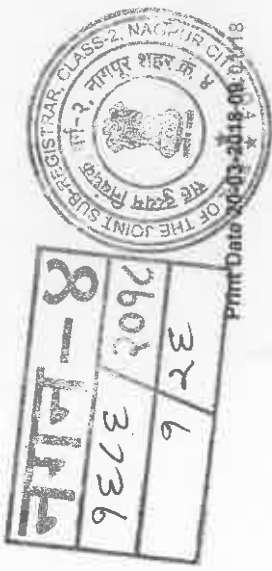
CHALLAN
MTR Form Number-6

GRN * MH012119607201718E	BARCODE	Date 20/03/2018-20:58:35		Form ID 48(f)
Department Inspector General Of Registration	Payer Details			
Stamp Duty	TAX ID (If Any)			
Type of Payment Sale of Non Judicial Stamps IGR Rest of Maha	PAN No.(If Applicable)			
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name SMT SATYABHAMABAI VISHWESHWAR KHADGI			
Location NAGPUR				
Year 2017-2018 One Time	Flat/Block No.			
Account Head Details	Premises/Building			
0030046401 Sale of NonJudicial Stamp	Road/Street			
	Area/Locality			
	Town/City/District			
	PIN			
	Remarks (If Any)			
	SecondPartyName=MS ADITYA DEVELOPERS~			
Total	Amount In	Five Hundred Rupees Only		
	Words			
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque/DD No.	Bank CIN	Ref. No.	158892008	
Name of Bank	Bank Date	RBI Date	20/03/2018-20:59:08 Not Verified with RBI	
Name of Branch	Bank-Branch	IDBI BANK		
	Scroll No. , Date	Not Verified with Scroll		

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चटन केवल दुर्यम निबंधक कार्यालयत नोदणी करवायाच्या दस्तावाही लागू आहे . नोदणी व करवायाच्या दस्तावाही सदर चलन लागू नाही.

Mobile No. : Not Available

Handwritten signature and text.





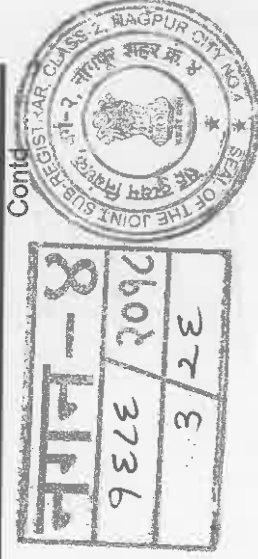
नगर-४	१९६६/२०१८	३२-२
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GENERAL POWER OF ATTORNEY

(Irrevocable)

BE IT KNOWN THAT We, 1) SMT. SATYABHAMABAI VISHWESHWAR KHADGI aged about 62 years, occupation Household, (Aadhar Unique Identity No. 597047297438), 2) **SHRI. INDRAJEET VISHWESHWAR KHADGI** aged about 35 years, occupation Business/Service (Income Tax PAN- BTPPK4419L), 3) **SHRI. SACHIN VISHWESHWAR KHADGI** aged about 33 years, occupation Business/Service (Income Tax PAN – BTPPK4420F), 4) **MRS. YOGITA GIRISH PATIL** aged about 40 years, occupation Household/Business/Service (Aadhar Unique Identity No. 9676 5186 4310), and 5) **MRS. LALITA RAVINDRA DHEKNE** aged about 38 years, occupation Household/Business/Service (Aadhar Unique Identity No. 8428 7669 0135) all R/o Hazaripahad, Nagpur-440007 hereinafter jointly called as the **EXECUTANTS/OWNERS**, the term unless repugnant to the context there of shall always mean and include his legal heirs, legal representatives, agents, executors, successors and assigns etc. do hereby appoint and constitute **MIS ADITYA DEVELOPERS**, acting through its Partner **SHRI. A.S. RAMANATHAN S/o A.S. SUBRAMANIAN**, aged about 56 years, Occupation Business, (Aadhar No. 4013 4043 6134) R/o Janki Bhavan, Dharampeth, Nagpur-440010, Tahasil & District, as our true and Lawful attorney to act and we hereby authorise and on our behalf as under :



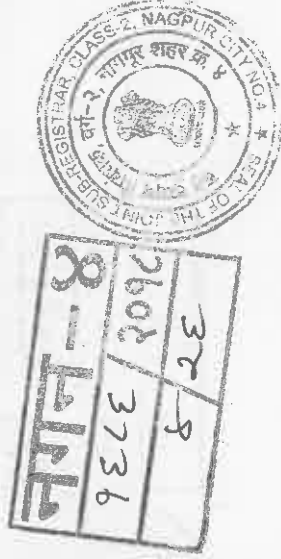
I. **WHEREAS**, 1) Shri. Vishweswar S/o Gopal Khadgi. 2) Shri. Suresh S/o Gopal Khadgi, 3) Shri. Manohar S/o Gopal Khadgi and 4) Smt. Sitabai Wd/o Gopalrao Khadgi are the owners of the Total Plot of land totally admeasuring about 6435 Sqm. out of Kh. Nos. 53/3 & 53/12 of mouza Bargaon, (consisting of about 5019 Sqm. out of Kh. No. 53/3 & about 1416 Sqm. out of Kh. No. 53/12), City Survey No. 660/L, Sheet No. 67 of mouza Bargaon, Tah & Distt. Bargaon Nagpur, within the limits of the Nagpur Municipal Corporation bearing Municipal Corporation Ward No. 68 Nagpur-440013, Tahsil and District Nagpur, alongwith all easementary or other rights attached to the above said Total Plot of Land hereinafter termed shortly as the "**SAID PROPERTY/PLOT OF LAND**", more particularly described in schedule "A" hereunder having acquired by them by inheritance after the death of Shri. Gopal S/o Rama Khadgi; AND

II. **WHEREAS**, Firstly, Shri. Gopal S/o Rama Khadgi being the sole owner of the above said Total Plot of Land, during his lifetime, Shri. Gopal S/o Rama Khadgi, had entered into an Agreement with M/s Vinayak Developers, a Partnership Firm acting through its Partners, 1) Shri. Milind Nilkanthrao Shirpurkar, 2) Shri. Manoj Laxmanrao Katarpawar and 3) Shri. Sanket Kiransingh Hada wherein all the above four persons, the legal heirs of Shri. Gopal S/o Rama Khadgi have signed as consenting Party; AND

III. **WHEREAS**, Shri. Gopal S/o Rama Khadgi expired on 1-11-1998, leaving behind him, his wife & three sons, namely 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2) Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi and being his legal Heirs, became the joint owners of the above said Property. Due to non realization of cheques issued by M/s Vinayak Developers towards the cost consideration as per the above Agreement dt. 18-5-1998 and also getting the knowledge of fraudulent Power of attorney of Shri. Gopal S/o Rama Khadgi, prepared by M/s Vinayak Developers, 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2) Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi have filed criminal cases against M/s Vinayak Developers; AND

IV. **WHEREAS**, the above said Property being affected under the Urban Land Ceiling Act 1976, the then owners of the above said Total Land got the same exempted and obtained the permission to develop the same U/s 20(2) of the Urban Land Ceiling Act 1976 but due to lack of financial support, want the help of a good developer for the Development of the above said Property/Total Land; AND

V. **WHEREAS**, M/s Aditya Developers had approached to the above said Owners of the land with a proposal to develop the above said Property to which the



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then owners of the land, 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2) Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi have agreed and entrusted the work of Development of the above said Property to M/s Aditya Developers/Party no. 2 :

VI. WHEREAS, during the Process public Notice for Agreement of Development, M/s Vinayak Developers had approached to M/s Aditya Developers and had accepted its inability to fulfill the agreement with Khadgi family and desire to cancel the Agreement dt. 18-5-1998 executed between them and Shri. Gopal Khadgi and hence accordingly a Surrender deed is executed on 30-10-1999 by M/s Vinayak Developers in favour of the above said four owners of the above said Property against the agreed consideration as detailed in this Surrender Deed. AS per this Surrender Deed, The Irrevocable Power of attorney dt. 18-5-1998 in favour of Shri. Laxman Katarpawar and Shri. Kiransingh Hada and other relevant documents stood cancelled affecting the documents do not exists and nullifying all rights of M/s Vinayak Developers on the above said Property and all the transaction done under these documents; AND.

VII. WHEREAS, 1) Smt. Sitabai Wd/o Gopalrao Khadgi, 2) Shri. Vishweswar S/o Gopal Khadgi. 3) Shri. Suresh S/o Gopal Khadgi and 4) Shri. Manohar S/o Gopal Khadgi being now the absolute joint owners of the above said Property, had entered into an Agreement of Development & Construction with M/s Aditya Developers, on 18-11-1999 duly registered bearing Registration serial no. 2828 Dt. 18-11-1999 of the Office of the Sub-Registrar, Nagpur-4. In continuation of the Development Agreement, to facilitate the smooth development of the above said Property, the above said Owners have also executed an Irrevocable Power of attorney in favour of Shri. Krishnakumar S/o S.K. Swamy and Shri. A.S. Ramanathan S/o A.S. Subramanian on 18-11-1999 duly registered bearing Registration serial no. 81 Dt. 18-11-1999 of the Office of the Sub-Registrar, Nagpur-4; AND

VIII. WHEREAS, as per the above said Development Agreement dt. 18-11-1999, M/s Aditya Developers, have developed the above said Property by carving a Residential lay-out and constructed the houses and Apartments on the above said Property and sold the same to the prospective Purchasers by executing Agreements of Sale and Sale Deeds in their respective favour. The works of development of the total Property are yet to be fully completed; AND

IX. WHEREAS, Shri. Vishweswar S/o Gopal Khadgi left for heavenly abode on 11-12-2011 intestate, leaving behind him, his wife, three sons and two daughters namely 1) Smt. Satyabhamabai Vishweshwar Khadgi 2) Shri. Rupesh Vishweshwar Khadgi 3) Shri. Indrajeet Vishweshwar Khadgi 4) Shri. Sachin Vishweshwar Khadgi

5) Mrs. Yogiti Girish Patil and 6) Mrs. Lalita Ravindra Dhekne as his legal heirs who inherited the share of Shri. Vishweswar S/o Gopal Khadgi in the above said Property; AND

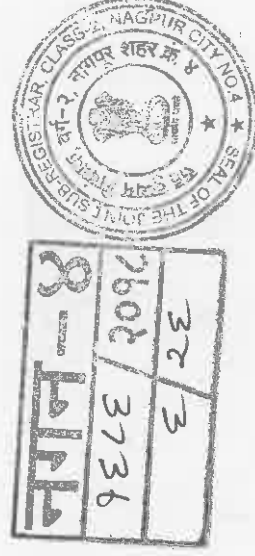
X. WHEREAS, Shri. Indrajeet Vishweshwar Khadgi had issued a notice under Section 115 to the Nagpur Improvement Trust, a copy of which is given to Shri. Krishnakumar S/o S.K. Swamy and Shri. A.S. Ananthakrishnan S/o A.S. Subramanian, the Partners of M/s Aditya Developers/Party no. 2. After going through the contents, M/s Aditya Developers, the Developer/Party no. 2 have realized that there is no reason to issue such notice as they have legally entered into the Agreement of Development & Construction with all the owners of the above said Property and explained the said fact to Shri. Indrajeet which he had fully understood and accepted and hence he had given a letter dt. 9-2-2018 to the Nagpur Improvement Trust, Nagpur withdrawing all his objections as per the notice 19-11-2014; AND

XI. WHEREAS, the Executants hereby declare and confirm that they are fully aware & accept the Agreement of Development dt. 18-11-1999 entered by their Father/Husband with M/s Aditya Developers in respect of the above said Property and also executed a General Power of attorney in favour of Shri. A.S. Ramanathan S/o A.S. Subramanian, being the Partner of M/s Aditya Developers, hence after his death, we the legal heirs are duty bound to execute a General Power of attorney in favour of Shri. A.S. Ramanathan S/o A.S. Subramanian, being the Partner of M/s Aditya Developers to fulfill the Agreement of Development dt. 18-11-1999 entered by their Father/Husband; AND

X. WHEREAS, the Executants further declare, accept and confirm that their Father/Husband has received full consideration of the Above said Property as per the Agreement of development dt. 18-11-1999 which was fully utilized by their Father for the welfare of the whole family for the education & marriages of his children and all the family matters and hence the executants are also ready to execute this Power of attorney. Moreover due to our busy daily schedule, it is not possible for all of us to go to any office jointly & frequently in office hours, to do and/or to undergo any formalities of the Development, Sale & transfer of the above said total Property and/or the houses/Plots/Apartments on the above said SAID PROPERTY/PLOT OF LAND and also in compliance to the terms of Agreement of Development dt. 18-11-1999, we hereby appoint, empower and constitute the above said attorney/s to do the following acts as under :

1. THAT, the said attorney has a power to sign on all documents on our behalf in respect of the above said total Plot of Land/Property for the successful

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Development, sale, Purchase & transfer of the above said total Property and/or the houses/Plots/Apartments on the above said Property/Plot of Land.

2. **THAT**, the said attorney has also a power to swear affidavits, to sign and to furnish documents & Plans to Nagpur Improvement Trust, Nagpur Municipal Corporation, Town Planning Department City survey Department, Urban Land Ceiling department, Department of Income Tax, M.S.E.B. Financial Institutions, Banks, any other local authority or Govt. or Semi Govt. department on our behalf for any type of work e.g. to mutate the above said total land on our name, to sign on our behalf to execute the Deed of Declaration for the entire scheme/part scheme on the above said Property/Plot of Land, Agreement of sale, Sale Deed, mortgage deeds & other documents for raising & disbursement of loan Correction Deeds, Purchase/Utilisation of Development Rights etc., and to sign on any other document on our behalf for the successful Development, Purchase, Sale & transfer of the above said total Property and/or the houses/Plots/Apartments on the above said Property/Plot of Land, receive consideration etc..
3. **THAT**, our attorney is authorised to appear and represent before all local, nazul, revenue authorities, Nagpur Improvement Trust, Nagpur Municipal Corporation, Town Planning Department City survey Department, Urban Land Ceiling department, Department of Income Tax, M.S.E.B. Financial Institutions, civil, criminal or any other court for the purpose of getting sanction of any kind, getting any work executed, sale, registration or to defend any suit or to appear, to apply, to engage counsel and/or Engineer/Architect, to file statements, affidavits, maps etc. in all courts and/or offices pertaining to any matter in respect of the above said Property/Plot of Land up to supreme court of India.
4. **THAT**, the said attorney is also authorised to execute and to present before the proper registering authority for registration of any document in respect of the above said Plot on our behalf and to admit the execution thereof to complete the registration work for the successful Development Sale, Purchase, mortgage & transfer of the above said total Property and/or the houses/Plots/Apartments on the above said Property/Plot of Land.
5. **THAT**, the above said attorney is also authorised to empower any other person authorising him to do any or all acts for which the said attorney is authorised by me.
6. **THAT**, the said attorney is authorised to act as our Attorney or Agent in relation to the matters aforesaid and all other matters not specifically mentioned but connected therewith as may be considered necessary to do by the attorney on our behalf to execute and to do all acts, deeds and things as fully and effectually in all respects, as we ourselves would do if personally present.

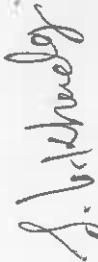
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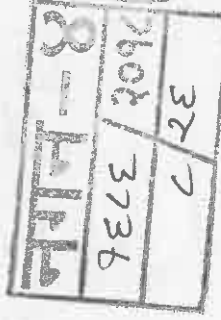
7. **THAT**, we hereby promise to affirm all things, acts done by our lawful attorney as stated by us and shall always be deemed to be ratified and binding on us and we further undertake to ratify them expressly if so desired by anyone.
8. **THAT**, full Stamp Duty of Rs. 25,000/- and Full Registration Fees of Rs. 20,000/- Only is already paid at the time of Registration of Agreement for Development and Construction dated 18/11/1999, which is duly registered in the office of the Joint Sub-Registrar, Nagpur-4 at Serial No. 2828(P) on even date. Thus this Power of Attorney is executed on Stamp Duty of Rs. 500/-.

IN WITNESS WHEREOF we have read, understood, agreed and got understood all the terms of this Power in our Vernacular language from our Relative and hence signed this Irrevocable General Power of Attorney at Nagpur on this 21st day of **March 2018** in presence of the attending witnesses after reading and understanding the same which is according to our instructions and desire.

Drafted by Adv. Sandeep Shastri.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1)  (SMT. SATYABHAMABAI VISHWESHWAR KHADGI)
02			2)  (INDRAJEET VISHWESHWAR KHADGI)
03			3)  (SACHIN VISHWESHWAR KHADGI)

Contd.



04			4) <u>Y. G. Patil</u> (MRS. YOGITA GIRISH PATIL)
05			5) <u>L. R. Dhekne</u> (MRS. LALITA RAVINDRA DHEKNE) <u>EXECUTANTS</u>
06			FOR M/s ADITYA DEVELOPERS <u>Ramanathan</u> (A.S. RAMANATHAN) Partner <u>ATTORNEY</u>
<u>WITNESSES :</u>			
I			<u>L. Verma</u> <u>WITNESS NO. (1)</u>
II			<u>Shode</u> <u>WITNESS NO. (2)</u>

Contd.

