AND WHEREAS, since Smt. Rekha Ramesh Pise or Shri. Ramesh Nagorao Pise did not have any right, title or interest in the properties with respect to which the Registered Irrevocable General Power of Attorney dated 03/01/02 was executed by the Party No. 1, it has became necessary to execute this Declaration.

THIS DEED OF DECLARATION WITH REGARD TO REGISTERED IRREVOCABLE GENERAL POWER OF ATTORNEY DATED 03/01/02 REGISTERED AT SR. NO. 5, BEFORE SUB-REGISTRAR, NAGPUR 5 IS EXECUTED AS UNDER :-

1. That, the Party No. 1 hereby declare that the powers given to Shri. Ramesh Nagorao Pise by above said Registered Irrevocable General Power of Attorney dated 03/01/02 is hereby revoked.

2. That the Powers given to Shri. Maganlal Vitthaldas Panchmatiya by said Irrevocable General Power of Attorney shall remained the same.

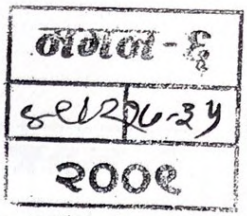
3. That all the powers given by the said Registered Irrevocable General Power of Attorney shall also be exercised by Shri. Amitkumar Maganlal Panchmatiya.

4. That, it is further declared that the death of any of the parties shall not have any effect on the powers delegated and the power of attorney shall continue as valid.

5. That, all the acts done by Shri. Maganlal Vittaldas Panchmatiya and Shri. Amitkumar Vittaldas Panchmatiya shall be deemed to have been done by Party No. 1.

6. That, all the powers conferred by above said Irrevocable General Power of Attorney shall continue to be the same except that the Powers given to Shri. Ramesh Nagorao Pise are revoked and same powers are given to Shri. Amitkumar Maganlal Panchmatiya.

Contd....5





IN WITNESS WHEREOF the parties have signed and executed this Deed of Declaration in presence of witnesses at Nagpur on this 19th day of Oct., 2006.

Drafted by M. S. Bajpai Adv

WITNESSES :

Party No. 1/Executants

1 (S.N. Gupta)

1. Shri. Sharashchandra S/o. Narayanrao Dixit, Represented by Constituted Attorney Vijaykumar Narayanrao Dixit

2 (I. F. Ahern)

2. Shri. Vijaykumar S/o. Narayanrao Dixit

3. Shri. Chandrakant S/o. Narayanrao Dixit

4. Shri. Ravindra S/o. Narayanrao Dixit

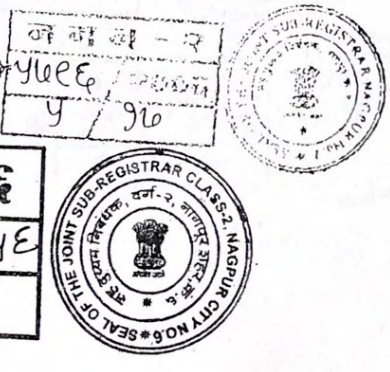
5. Shri. Subhashchandra S/o. Narayanrao Dixit

6. Shri. Chandrahas S/o. Narayanrao Dixit

Party No. 2/Attorney

1. Shri. Maganlal S/o. Vitthaldas Panchmatiya,

2. Shri. Amitkumar S/o. Maganlal Panchmatiya,



नमुना-६
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रसिद पावती

सि.एस.नारनवरे

(मुद्रांक विक्रेता) ला.नं. १/८९

रजिस्टर पान क्र. जिल्हा कचेरी, नागपुर. क्र. 46

रसिद पावती देण्यात येते की, श्री नारायण दिक्षित

रा.नागपुर यांनी माझे कडुन जनरल स्टॅम्प पेपर एकुण किंमत रुपये ९००/-

(अक्षरी रुपये नौसौ फक्त)

खरेदी केलेले आहे व विकलेले स्टॅम्प पेपर खालील प्रमाणे नमुद आहे.

नग	अ.क्र.	दिनांक	मुल्य
१	१०८०८	१३/१०/०९	९००/-
		एकुण किंमत	९००/-

वरील प्रमाणे माझे कडुन मुद्रांक खरेदी केलेले आहे व माझे रजिस्टर्ड प्रमाणे नोंदणी करण्यात आलेले असुन करीता ही रसीद पावती देण्यात येत आहे.

नागपुर.

दिनांक: १३/१०/०९

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR CITY NO.6

जा.दु.नं - २
५४९९/२००९
९/९६

JOINT DISTRICT REGISTRAR
& COLLECTOR OF STAMPS
GADCHIROLI, DIST:-GADCHIROLI
MAH/CCRA/43/YEAR - 2000

भारत SPECIAL ADHESIVE 1823 173447 JAN 07 200
Rs.0371350 PB
INDIA STAMP DUTY MAHARASHTR

Rs. 3,71,350/-

रु. तीन लाख एकाहत्तर हजार तिनशे पन्
फक्त

अनुक्रम नं. 24
सन 2002 चे जानेवारी
चे 3 तारखेस. 3.V. चे.....
दरम्यान दुय्यम निबंधक, नागपूर-५.
यांचे कचेरीत आणून दिला.

की घेतली ती	रुपये पैसे
नोंदणी फी	20000.-
फोटो पाने (६)फी	30.-
शेरे फी	3.0
रुजवात फी	3.0
फायलींग फी	98.-
मेमो फी	-
टपाल फी	-
एकुण फी	20040.0

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नगन - ५

दुय्यम निबंधक
नागपूर-५,

IRREVOCABLE GENERAL POWER OF ATTORNEY

TOTAL PLOTABLE LAND AREA : 92833.15 M^2

MARKET RATE AS PER READY RECONER :Rs.400/- per M^2

TOTAL MARKET VALUE: Rs. 3,71,33,300/-

THIS GENERAL POWER OF ATTORNEY is made on this 3rd day of Jan 2002 at NAGPUR by

1. **Shri SHARASHCHANDRA s/o NARAYANRAO DIXIT** aged 72 years, Occ Agriculturist, represented by Constituted Attorney **Shri VIJAY KUMAR s/o NARAYANRAO DIXIT.**

2. **Shri VIJAYKUMAR s/o NARAYANRAO DIXIT,** aged 63 years, Occ– Agriculturist

3. **Shri CHANDRAKANT s/o NARAYANRAO DIXIT,** aged 62 years, Occ– Agriculturist

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4. Shri RAVINDRA s/o NARAYANRAO DIXIT, aged 60 years, Occ– Agriculturist

5. Shri, SUBHASHCHANDRA s/o NARAYANRAO DIXIT, aged 58 years, Occ–Service

6. Shri CHANDRAHAS s/o NARAYANRAO DIXIT, aged 56 years, , Occ– Agriculturist

All residents of Dixit Wada, Sitabuldi, Nagpur do hereby nominate and constitute **Shri MAGANLAL s/o VITHALDAS PANCHMATIYA** aged about 68 years, Occupation – Business, R/o 44, Ramdaspeth, Nagpur and **shri RAMESH NAGORAO PISE**, aged about 47 years, Occupation – Service R/o Panchratna B/H GPO, Civil Lines, Nagpur. **hereinafter referred to as "our lawful ATTORNEYES" in our name and on our behalf.**

WHEREAS the Principals named above are owners of agricultural and non agricultural land bearing Kh. No. 41/2, 48, 50, 52/1, 53, 56/1, 56/2, 57, 81/1 and 82, of Mouza Nari situated at Nari main Road, Nagpur having Patwari Halka No.11 & City Survey No.254,406,412,415,416,418,419,423,428 within Municipal Ward No.57(old) 3(new) , House No. 2164,2165,2166,2167,2168 and 2169, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust Nagpur admeasuring in total land area 3,12,660.00 Sq. Mtrs. These lands were subject matter of U.L.C. cases of each co-owners out of this total land as per ULC order in case of vendors an area admeasuring 6000 Sq. Mtrs.in khasra no.57 and an area admeasuring 1500 Sq. Mtrs in khasra no.52/1is allowed to be retained by co-owners as a retainable land and then balance land area of admeasuring 3,03,190.52 Sq. Mtrs. was declared as surplus land and1969.48 Sq. Mtrs non vacant land in Kh. no.57 under the provision of Urban Land Ceiling act 1976. It was exempted u/s 20(1)(A) thereof for the purpose of housing scheme on Talegaon Dabhade pattern, on the terms and conditions mentioned in order of Govt. of Maharashtra bearing No. NHS/6295/CR – 44/ULC – III Housing and special assistant department Mantralaya Mumbai, dated: 13/09/1996. And accordingly the land owners have entered into an Agreement of Development and Sale for the afforesaid scheme for smooth implementation of the scheme with m/s **AIR DEVELOPERS & m/s INDIAN CONSTRUCTION CORPORATION (M)** having its office at "SWAMI SAMARTH COMMERCIAL COMPLEX",4, BUTY LAYOUT, NORTH BAZAR ROAD, GOKULPETH, NAGPUR-440010.

AND WHEREAS in pursuance of the exemption order dated 13/9/1996, the layout plans for the entire land area under the scheme on Talegaon Dabhade pattern were sanctioned by NIT, Nagpur vide sanctioned no. PLN/4364 on dated 06/07/1999 and agreement was also signed and executed between the NIT, Nagpur and the landowners on 06/07/1999. As per the layout plan sanctioned and approved by NIT under the aforesaid scheme the total plotable land area works out to be 115977.05 SqMtrs. after deducting the areas under the roads, open spaces, DP reservations and area of land to be surrendered to the Government. The total plotable land area as per sanctioned layout of NIT is 115977.05 Sq. Mtrs, out of this the landowners i.e. the Principals herein have granted development rights in respect of the 15643.90 SqMtrs. of plotable land area in khasra no 82 part to M/s. Prasidh Commercial Services Pvt. Ltd on dt. 12/2/99. Thus after deducting plotable land areas 15643.90 sq.mtrs in kh.no.82 part as well as 7500SqMtrs. in Kh.No. 57 and 52/1 of retainable land area retained by the Principals from the total plotable land area 115977.05 Sq.Mtrs. Now the balance plotable land area

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under the scheme as per the sanctioned layout plans of NIT works out to 92833.15 SqMtrs as a plotable land including development rights in respect of the 92833015 Sq.mtrs of plotable land area in kh. no.41/2,53,56/1,56/2,57 and 82 part .

AND WHEREAS, it is in respect of this 92833.15 SqMtrs. plotable land area as per the layout sanctioned by NIT on Kh. No. 41/2, 48, 50, 52/1, 53, 56/1, 56/2, 57, 81/1 and 82 part. The boundaries of the plotable land area are marked on the sanctioned layout plan by showing red colour on sanctioned layout plan and same is enclosed herewith. And area under the scheme that the principals have decided to authorize and empower the Power of Attorney Holders named herein above, to execute and implement the aforesaid scheme alongwith development rights strictly in accordance with the various Government orders, sanctions, approvals etc. for and on behalf of the Principals as the landowners are busy in their respective vocations and are unable to personally do or carry out various formalities, it was thought fit and proper to appoint, nominate and constitute the below named well wishers and family acquaintance of the Principals as their **Power of Attorney Holders.**

NOW THEREFORE the Principals do thereby and herewith appoint, nominate and constitute said **shri MAGANLAL s/o VITHALDAS PANCHMATIYA** and, **shri RAMESH s/o NAGORAO PISE** as their lawful Power of Attorneys to do the following acts, deeds and things, concerning the aforesaid entire property.

1. To sign and make applications, swear affidavits, give undertakings and to sign and execute such other writings and generally to represent the land owners before all the concerned authorities such as Competent Authority, U.L.C., Nagpur, Nagpur Improvement Trust, Nagpur Municipal Corporation, M.S.E.B., Revenue Authorities, City Survey and all other such Government or Semi Government Offices in order to comply and carry out all the necessary requisite formalities concerning the execution and implementation of the said scheme.

2. To appoint Architects, Contractors, Agents, Security Services and any other services in such terms as may be deemed fit and proper in the sole discretion of the said Attorneys.

3. To pay or deposit money, security, deposits and any other charges or sums that may be required to be paid or deposited with any of the concerned authorities for obtaining requisite permission, clearance N.O.C. from NIT etc. or sanction, approval etc. for execution and implementation of the said scheme.

4. To prepare, sign and submit layout, building plans for approval to the Planning Authority in order to secure or obtain layout and building plans sanctions and for that purpose to carry out all the requisite formalities as maybe required in this behalf by the said authorities and also to revise or modify such plans from time to time.

5. To apply for and obtain permission for diversion of said land to non-agricultural purpose, to pay or deposit such conversion charges, development or betterment charges, so also any other cess, revenue or tax, to concerned authorities and also to receive and also to received refundable part of such deposits etc.

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6. To give advertisement in (News) Paper, display boards, on site and propagate the said scheme in order to solicit bookings from prospective purchasers and also to carryout measurement of the land in question, its development such as road, electricity, water connection, sewer and storm drains and such other development activity in accordance with the buildings regulations and directive by planning authority.

7. To sign and execute agreement for development with Nagpur Improvement Trust and deal with that office on our behalf to carry out all the obligations thereunder for development of the entire land under the scheme. In order to enable the aforesaid Power of Attorney to de and carry out or execute all or any other of the acts, deeds and thing mentioned herein, they are placed in full charge and possession of the subject property which they shall hold for and on behalf of the owners till complete execution and implementation of the scheme and compliance or fulfillment of all the terms and conditions of the Exemption Orders and various formalities thereunder.

8. 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 deed in favour of respective individual Apartments Owners and to get the same duly registered in accordaance with the law inforce.

9. To sign and execute a declaration under section 27 of the Urban land (Ceiling and Regulation) Act ,1976 in duplicate and also to swear an affidavit required to be produced at the time of Registration of sale Deed(s).

10. To sign and execute agreements for sale of plots and to sign and execute sale deeds before the office of the Sub-Registrar nagpur in the proposed scheme in favour of various individuals / prospective purchasers and to receive advances and / or installments thereunder and pass valid receipts thereof so also to sign and execute proper conveyance or transfer deeds in favour of the transferees, for and on behalf of the Owners and get such deeds or documents duly registered in accordance with the law upon compliance of the necessary formalities for the purpose. Similarly to allot these plots to the prospective purchasers. All these things strictly in accordance with the Exemption Order and to the extent permissible thereunder.

11. To sign and execute a Sale a Deed relating to the said property or to sign and execute various Sale Deed each relating to the undivided proportionate variable shares and interest in the aforesaid property in favour of the respective individual buyer(s0 and to receive balance sale price from such buyer(s) and to get the Sale Deed(s) dully registered before the Sub-Registrar Nagpur in accordance with the law inforce.

12. To deliver the actual physical possession of the said property to the respective individual buyer(s) on Registration of the Sale Deed(s).

13. To raise finance from any financial Institution or bank by submitting the said property as valid security to create mortgage without making the owners liable for any monitory liability / claim and to sign and execute all loan documents and receive money / loan and also to discharge all such liabilities claims etc.