

महाराष्ट्र MAHARASHTRA

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श्री. म. व. क. कर्नाट
२, गणेश, ४
ह. नो. न्यायिक
Kulkarni



Noted & Registered
at Serial Number 46P

Dt. 9/4/07

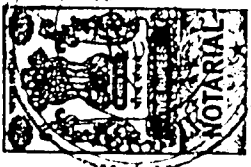
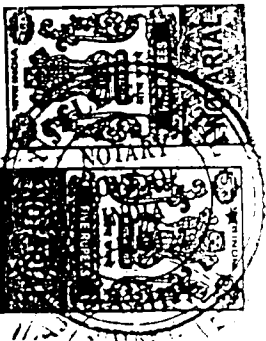
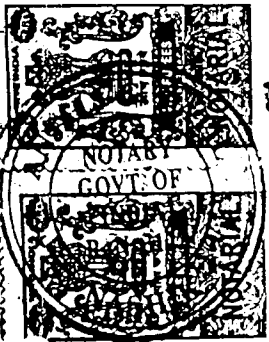
POWER OF ATTORNEY

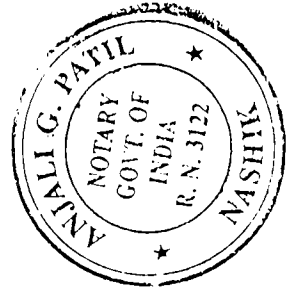
This POWER OF ATTORNEY is executed here at Nashik, on this
07 day of April month of the year 2007,

by

M/s.D.S.Kulkarni Developers Limited, a duly incorporated company, under the Companies Act, 1956 having its registered office at, 1187/60, Shivajinagar, Pune: 411 005, through its authorised signatory **Makarand Sakharam Kulkarni**, aged about 54 years, occupation: Business, of 1187/60, Shivajinagar, Pune: 411 005, ...hereinafter referred to as the "**Executant**",

THIS DOCUMENT
CONTAINS 08 PAGES

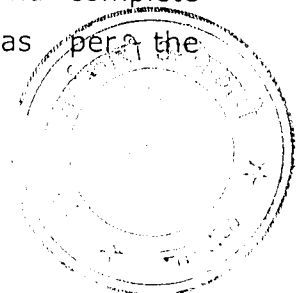
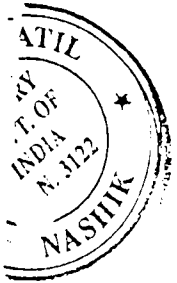




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WHEREAS,

- (a) all those pieces and parcels of the Plots bearing Nos.1, 2, 3, 4, 15, 16 and 17, in all admeasuring 3,473 sq.mtrs. (37,383.373 sq.ft.) carved out of the sanctioned layout of Gat No.222/1/A, situate at village Ambad Khurd of City of Nashik, Taluka Nashik, District Nashik, within the limits of Municipal Corporation of City of Nashik and the Sub Registrar Nashik, more particularly described in the SCHEDULE written hereunder (hereinafter collectively referred to as the said "**Property**"), is owned and possessed of by the Executants herein,
- (b) by Agreement to Sell dated 7/11/07, registered in the office of the Sub Registrar, Nashik No. 1, at Serial No. 3073 on 07/04/07, the Executants herein have agreed to sale, transfer, convey and assign the said Property and all its rights, title, interests and claims relating to the said Property, unto and in favour of **M/s.Yashashree Constructions Pvt. Ltd.**, a duly incorporated company under the Companies Act, 1956, having its registered office at, 13, Shraddha Sankul, Old Gangapur Naka, Nashik: 422 005, (the said "**Purchaser**", for short),
- (c) the Purchaser, before execution of the Conveyance of the said Property, stipulated in the aforesaid Agreement to sell dated 07/04/07, intends to construct multistoried building/s comprising of various residential blocks in the said Property and is in requirement of various acts, deeds and things, to be done, executed by the Executants herein, for the same,
- (d) however, as the Executants are from Pune, it is not possible for the Executants to remain personally present and complete required formalities and the compliances, as per the



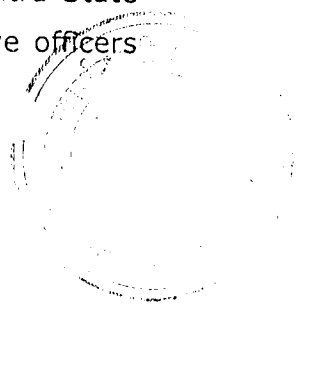


requirements of the said Purchaser,

- (e) the Executants hence, have decided to appoint **Viraj Vijayrao Lomte**, being the authorised signatory of the said Purchaser, as their constituted attorney to look after and deal with all the matters relating to proposed construction of multistoried building/s; comprising of various units, in the said Property, by the said Purchaser,

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Executants hereby appoint, nominate and constitute **Viraj Vijayrao Lomte**, aged about 38 years, occupation: business, of 13, Shraddha Sankul, Old Gangapur Naka, Nashik, being the authorised signatory of **M/s.Yashashree Constructions Pvt. Ltd.**, a duly incorporated company under the Companies Act, 1956, having its registered office at, 13, Shraddha Sankul, Old Gangapur Naka, Nashik: 422 005, as the attorney for, in the name of, and on behalf of the Executants, to do or caused to be done or executed or performed through consultants, professionals, agents, representatives, delegates *et cetera*, all such acts, deeds and things, in respect of or relating to or touching all the matters pertaining to, in respect of or relating to the proposed construction of multistoried building/s; comprising of various units, in the said Property, *inter alia*, such as to,
 - (a) represent the Executants before any or all statutory authorities, including the authorities under the Maharashtra Regional and Town Planning Act, 1960, *et cetera*,
 - (b) represent the Executants before the Collector of Nashik, Municipal Corporation of the Nashik and the Maharashtra State Electricity Distribution Company and all their respective officers and authorities,



- (c) procure, obtain and receive all documents, certified copies, indexes, acknowledgements, receipts *et cetera* from the concerned authorities,
- (d) to apply, affirm, verify, declare, swear affidavits/ declarations/ indemnities, confirmations, consents *et cetera*,
- (e) and generally, entirely in his discretion, for the said purposes or any of them, to do all such acts, deeds and things, ancillary, supplementary or consequential thereto, as the Executants may have done in person.

2. PROVIDED ALWAYS that,

- a) all such acts, deeds and things done or proposed to be done shall entirely at the risk, cost and consequences of the Attorney,
- b) the Attorney/s shall not do any such acts, deeds and things adverse to the rights and interest of the Executants,
- c) this powers shall come to an end after completion of construction of building/s by the said Purchaser, in the said Property and/or after the execution of conveyance of the said Property, by the Executants in favour of the said Purchaser and/or its nominees, which ever is early.

SCHEDULE

(Description of the said "**Property**")

All those pieces and parcels of the Plots, carved out of the sanctioned layout of Gat No.222/1A, situate at village Ambad Khurd, of the city of Nashik, Taluka Nashik, District Nashik,



within the limits of the Registration District of Nashik, Sub.Registrar, Nashik and the Municipal Corporation of the City of Nashik, having following particulars:

- (a) Plot bearing No.1, admeasuring 763 sq.mt. (8,212.93 sq.ft.) which is bounded by as under:

East	-	Plot No.2 and 15,
South	-	D.P.Road,
West	-	remaining portion of S.No.222,
North	-	Survey No.219,

- (b) Plot bearing No.2, admeasuring 360 sq.mt. (3,875.04 sq.ft.) which is bounded by as under:

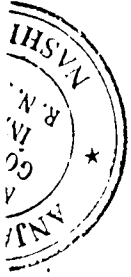
East	-	Plot No.3,
South	-	Plot No.15,
West	-	Plot No.1,
North	-	Survey No.219,

- (c) Plot bearing No.3, admeasuring 340 sq.mt. (3,659.76 sq.ft.) which is bounded by as under:

East	-	Plot No.4,
South	-	6 Mtr.road,
West	-	Plot No.2,
North	-	Plot No.16,

- (d) Plot bearing No.4, admeasuring 450 sq.mt. (4,843.80 sq.ft.) which is bounded by as under:

East	-	Colony Road,
South	-	Plot No.17,



West - Plot No.3,
 North - Colony Road,

- (e) Plot bearing No.15, admeasuring 520 sq.mt. (5,597.28 sq.ft.) which is bounded by as under:

East - Plot No.16,
 South - Colony Road,
 West - Plot No.1,
 North - Plot No.2,

- (f) Plot No.16, admeasuring 520 sq.mt. (5,597.28 sq.ft.), which is bounded by as under:

East - Plot No.17,
 South - Colony Road,
 West - Plot No.15,
 North - Plot No.3,

- (g) Plot No.17, admeasuring 520 sq.mt. (5,597.28 sq.ft.), which is bounded by as under:

East - Colony Road,
 South - Colony Road,
 West - Plot No.16,
 North - Plot No.4,

together with the easement, appurtenances, ingress, egress, incidental and ancillary rights relating thereto.

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In witness whereof, the Executants signed and executed this Power of Attorney, on the date and at the place herein before first mentioned.



Makarand Sakharam Kulkarni,
as the authorised signatory of
M/s.D.S.Kulkarni Developers Limited
(Executants)

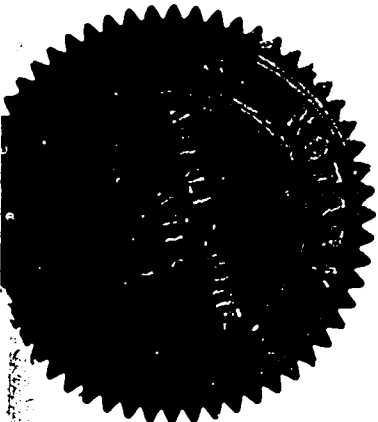


STATEMENT OF ATTORNEY

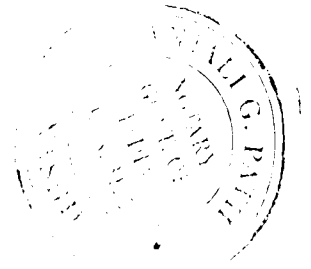
I, **Viraj Vijayrao Lomte**, aged about 38 years, occupation: business, residing at 13, Shraddha Sankul, Old Gangapur Naka, Nashik, being the authorised signatory of **M/s.Yashashree Constructions Pvt. Ltd.**, a duly incorporated company under the Companies Act, 1956, having its registered office at, 13, Shraddha Sankul, Old Gangapur Naka, Nashik: 422 005, do hereby accord my consent to act as the attorney, for and on behalf of the Executants **M/s.D.S.Kulkarni Developers Limited**. I have made my specimen signature here at Pune, on this 7th day of April, 2007.



Viraj Vijayrao Lomte
the authorised signatory of
M/s.Yashashree Constructions Pvt. Ltd.,
"Attorney"



THIS CONFIDENTIAL DEED



witnesses

- 1. Sign : *V. Sharane.*
 Name : *Vijay C. Sharane.*
 Address : *30, Neelkanth Apt -
 Satkar Nagar, Pune - 411009.*
- 2. Sign :
 Name : *patil.*
 Address :

[ADV.THAKUR/ DSK-NASHIK/ YASH-POADRAFT]



Anil Prakash Khairnar
Adv.
(Anil Prakash Khairnar)
Advocate

Noted & Registered
at Serial Number *46P*

BEFORE ME
Anjali G. Patil
9/4/07
Adv. ANJALI G. PATIL
Advocate & Notary
Govt. of India, Nashik

Anil Prakash Khairnar
Adv.
Dt. *9/4/07*

IDENTIFIED BY

(Adv. Anil Prakash Khairnar)

ATTORNEY
श्री. अनंजलि ग. पाटील
वकील व न्यायाधीश
भारत सरकार, नाशिक
सहाय्यता कार्यालय