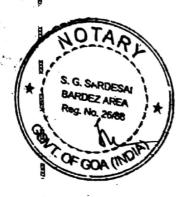


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## IRREVOCABLE POWER OF ATTORNEY

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(1) Shri. LAXMAN VENKATESH BANDEKAR, son of late Venkatesh L. Bandekar, of age 70 years, businessman, and his wife (2) Smt. RUTHA LAXMAN BANDEKAR, daughter of Late Purshottam Phondke of age 66 years, housewife, (3) Shri. HARSHAD L. BANDEKAR, son of Shri. Laxman Bandekar, of age, 36 years, businessman, and his wife, (4) Smt. SUSHMITA HARSHAD BANDEKAR, daughter of Shri. Madhav Bhikaji Govekar, of age 30 years, housewife, (5) Shri. RUSHAD L. BANDEKAR, son of Shri. Laxman Bandekar, of age 34 years, service, and his wife (6) Smt. SWETA RUSHAD BANDEKAR, daughter of Shri Sadashiv Sakharam Kochare, age 29 years, housewife, all residents of Om, Plot No. 38/A, Shantiban Cooperative Housing Society, near Mahatma Society, Kothrud **CHANDRAKANT** SNEHALATA Smt. Pune 29, (7) GAUNDALKAR, daughter of late Venkatesh Bandekar, of age 68 years, housewife, and her husband, (8) Shri. CHANDRAKANT GOVIND GAUNDALKAR, son of late Govind Gaundalkar, of age 79 years, retired, both residents of: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai - 400 063, (9) Smt. NANDITA VASUDEV KHOT, daughter of late Venkatesh Bandekar, of age 66 years, housewife, and her husband, (10) Shri. VASUDEV VASANT KHOT, son of Vasant Khot, of age 68 years, retired, both residents of: 35, Hindu Friends Society, Natwar Nagar, Road No.4, Plot No. 19, Jogeshwari (East), Mumbai - 400 061, (11) Smt. NEELA BHALCHANDRA MAHAJAN, daughter of late Venkatesh Bandekar, of age 61 years, housewife, and her husband, (12) Shri. BHALCHANDRA BALKRISHNA MAHAJAN, son of late Balkrishna Mahajan, of age

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69 years, retired, both residents of: B - 4, Cozy Apartments, 1st Floor, Katem, Baina, Vasco da Gama, Goa - 403 802, DO HEREBY SEND GREETINGS:

WHEREAS we are owners in possession of one third right to the property Surveyed under Chalta Nos. 112, 113 & 114 of P. T. Sheet No.137 of City Survey Mapusa, situated at Ansabhat in the town of Mapusa in the Taluka of Bardez in the State of Goa.



AND WHEREAS we the EXECUTANTS have entered into an Agreement dated 5/1/2009 with FALARI REAL ESTATES, a proprietorship concern of Smt. VAISHALI S. FALARI, for the Sale and Development of the said property.

AND WHEREAS in terms on the said Agreement, the EXECUTANTS have agreed to execute an irrevocable power of attorney in favour of Smt. Vaishali S. Falari, the proprietor of Falari Real Estates which shall not be revocable even on the death of any one or more of the EXECUTANTS above.

AND WHEREAS the principal party No. (1) above, Shri. LAXMAN VENKATESH BANDEKAR has been appointed as the lawful attorney by and for the Party No. (3), (4), (5) & (6), by an instrument of power of attorney dated 25/03/2008 duly executed before the Notary Public, Shri. S. H. Borse at Pune, Maharashtra and by virtue of clause (R) of the said instrument the said Shri. LAXMAN VENKATESH BANDEKAR has been empowered to sign this irrevocable power of attorney for them and to delegate the powers to the said attorney named below:

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AND WHEREAS Smt. URMILA UMESH MHAPSEKAR, wife of Shri. Umesh Mhapsekar and daughter of Shri. Chandrakant G. Gaundalkar, of age 40 years, housewife, residing at: Flat No.1/102, Mahesh Bhuvan Co-op. Hsg. Soc., Plot No.45, 2nd Road, Pandurang Wadi, Goregaon (East) Mumbai - 63, has been appointed as the lawful attorney by and for the Party No.(7) by an instrument of Power of Attorney dated 16/12/2008 duly executed before the Notary Public of Greater Mumbai, Shri. D. B. Parab, at Mumbai and by virtue of clause (r) of the said instrument, the said Smt. URMILA UMESH MHAPSEKAR, has been empowered to sign this irrevocable power of attorney for and on behalf of Party No. (7) and to delegate the powers to the said attorney named below.

AND WHEREAS, Shri. GOVIND CHANDRAKANT GAUNDALKAR, son of Shri. Chandrant Govind Gaundalkar, of 31 years of age, business, residing at: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai - 63, has been appointed as the lawful attorney by and for the Party No. (8) by an instrument of Power of Attorney dated 16/12/2008 duly executed before the Notary Public of Greater Mumbai, Shri. D. B. Parab, at Mumbai and by virtue of clause (r) of the said instrument, the said Shri. GOVIND CHANDRAKANT GAUNDALKAR, has been expowered to sign this irrevocable power of attorney for and on behalf of Party No. (8) and to delegate the powers to the said attorney named below.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSES THAT WE, the aforesaid Executants namely, a) Shri. LAXMAN VENKATESH BANDEKAR, son of late Venkatesh L. Bandekar, of

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age 70 years, businessman, for self and as Attorney for Shri. HARSHAD LAXMAN BANDEKAR, of age 36 years, businessman and Smt. SUSHMITA HARSHAD BANDEKAR, daughter of Shri. Madhav Bhikaji Govekar, of age 30 years, housewife, and Shri. RUSHAD LAXMAN BANDEKAR, of age 34 years, service, and Smt. SWETA RUSHAD BANDEKAR, daughter of Shri Sadashiv Sakharam Kochare, of age 29 years, housewife, and No. (b) Smt. RUTHA LAXMAN BANDEKAR, daughter of Late Purshottam Phondke of age 66 years, housewife, all residents of Om, Plot No. 38/A, Shantiban Cooperative Housing Society, near Iahatma Society, Kothrud Pune – 29. (c) Smt. SNEHALATA HANDRAKANT GAUNDALKAR, daughter of late Venkatesh Bandekar, of age 68 years, housewife, residing at: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East) Mumbai - 63, represented herein by her duly constituted attorney Smt. URMILA UMESH MHAPSEKAR, wife of Shri. Umesh Mhapsekar, of age 40 years, housewife, residing at Flat No.1/102, Mahesh Bhuvan, Co-op. Hsg. Soc., plot No. 45, 2nd Road Pandurang Wadi, Goregaon (East), Mumbai - 63 and her husband, (d) Shri. CHANDRAKANT GOVIND GAUNDALKAR, son of late Govind Gaundalkar, of age 79 years, retired, resident of: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai -400 063, represented herein by his duly constituted attorney, his son, Shri. Govind Chandrakant Gaundalkar, of age 31 years, business, residing at: 2/C/515, Dhiraj Valley, Sai Baba Complex, Goregaon (East), Mumbai - 400 063, (e) Smt. NANDITA VASUDEV KHOT, daughter of late Venkatesh Bandekar, of age 66 years, housewife, and her husband, (f) Shri. VASUDEV VASANT KHOT, son of late Vasant Khot, of age 68 years, retired, both residents of: 35, Hindu Friends Society,

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Natwar Nagar, Road No.4, Plot No. 19, Jogeshwari (East), (g) Smt. NEELA BHALCHANDRA Mumbai - 400 061, MAHAJAN, daughter of late Venkatesh Bandekar, of age 61 years, housewife, and her husband, (h) Shri. BHALCHANDRA BALKRISHNA MAHAJAN, son of late Balkrishna Mahajan, of age 69 years, retired, both residents of: B - 4, Cozy Apartments, 1st Floor, Katem, Baina, Vasco da Gama, Goa - 403 802, do hereby irrevocably nominate, constitute, and appoint Mrs. VAISHALI SANDEEP FALARI, wife of Shri. Sandeep H. Falari, of age 37 gars, Business, residing at: H. No. 111, Dattawadi, Mapusa -Gd, Proprietor of FALARI REAL ESTATES to be our true and lawful attorney, and in our name and on our behalf to do or sayise to be done any or all the following acts, deeds, matters and things and to exercise all or any of the following powers and authorities in relation to the development of the SAID

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PROPERTY, that is to say:-

- To submit or file any kind of forms, applications, or any other writings as per the desires and wishes of our said attorney from time to time in respect of the SAID PROPERTY.
- To file application before the Deputy Collector and S.D.O., Mapusa or, Collector of North Goa, or before any other competent Authority/Authorities for the purpose of the conversion of the said property belonging to us and to obtain the Sanad and to sign the conversion plans etc.

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- To submit plan/plans and revised plans for the 3. construction of multistoryed buildings of any type in the said property to the Competent Authorities and obtain licences and permissions for the same, on payment of the corresponding fees.
- To deal and correspond on our behalf in respect of the said property or in respect of the construction to be made in the said property with the Municipality, Government body, Mamlatdar, Gram Panchayat, Collector, Deputy Collector, Land Revenue Officer and Record offices and/or y other Authorities and to sign and execute the SARDESAL EZ AREA necessary persons and documents including affidavits 26/88 before the said Authorities.

To sign applications, forms, declaration, statements, and other writings for the purpose of obtaining cement quota and other building construction material under the control of the Government and for any other purpose for construction in the said property.

- To appear and act for us and on our behalf in all the 6. Courts, Civil, Criminal and Revenue or in any other offices and to sign, verify and file plaints, written statements and petitions and also to present appeals in any Court, to receive summons, and to file affidavits and to make statements on oath.
  - 7. To sign on our behalf applications plaints ad other pleadings, verify the same, file and sign appeals and

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objections, sign and file complaints and sign whatsoever may be necessary, receive writ and summons, give statements on oath, swear affidavits and to do all acts, deeds and things in respect of the said property and construction which our said necessary deems fit and proper. To compromise and compound the cases, with the prior consent of the Executants.

- 8. Except the constructed portion to be given to the VENDORS as agreed, to sign and execute any agreements with any purchaser of premises in the building/s onstructed in the said property and to receive amounts for sale of such premises and to agree to any terms and conditions with the said purchasers of premises in the building/s in the said property and for the purpose building/s in the said property and for the purpose desaid or any of them to sign, make execute all agreements, memorandum of understanding etc., and instruments and to do all other things whatsoever that may be necessary and to renew, vary, ratify and discharge all such documents.
  - To accept, delivery on our behalf of all communications, notices, addressed to us, including registered letter, notices and Court summons.
  - 10. To settle, adjust, compound or compromise all actions, suits or claims and disputes with any other person or persons in connection with aforesaid matters, with the written consent of the Executants.

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- 11. To rectify mistakes or errors which might have crept up in the deed or agreement on our behalf and for this purpose to execute/deed/deeds of rectification and admit the executions and registrations of the same in any Sub-Registrar' Office in Goa, more particularly after the Executants have been informed of the mistake/s to be rectified.
- 12. To sign and execute all such agreements or contracts with the Architect, Engineer or contractor for the construction of the building or buildings in the said property with all such clauses and conditions which our said attorney at his cost and discretion may think proper to agree upon, at the lost and consequences to the Attorney alone.

accept the service of any summons, notices or writ issued by the court or office to us in respect of the said property.

- 14. To apply for and obtain from the competent authorities all the sewer, electricity and water connections and/or N.O.Cs to the buildings as also the Occupancy Certificate for the buildings or any part thereof from the concerned authorities.
- 15. To act as confirming party for mortgage of any flats/shops/garages/offices/premises with any financial and other institutions, when third party premises' purchasers require to raise finance for the same, subject

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Bondelcorth His. N.V. Khot-Wormila. U. Mapsolar Mis. N.V. Khot-G. C. Gaundalley Mis Practice. to finalization of specific location of the shops/flats to be given to the VENDORS/principals in the building/s to be constructed on the said property as per sanctioned plans and permissions for said construction.

16. To sign and execute all agreements in respect of any flats, shops, or premises or other premise or any part of property with proportionate share in the land thereto in favour of his nominee and/or buyer/Prospective Buyer and/or any third person or persons and register the same with the Notary Public and/or with the Sub-Registrar and to do all such acts as may be necessary to complete the Registration of such documents.

18. To delegate, Sub-delegate or substitute or otherwise devolve any or all of the powers herein contained in favour of any person or persons, nominee or nominees, assigns whether individuals, firms, association of persons, society/societies, corporate entities, banks, financial institutions in State Multistate, Central, Co-operative, Nationalised, International and multinational sectors and

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Bondekonh Vmilav ruhapithar G.C. Gamdolling other such institutions as our said attorney may think proper, without any additions/alterations to the Agreement dated  $\frac{5/1/2009}{1}$  and the present Power of Attorney.

AND IRREVOCABLY, to do, execute and perform any other acts, deeds and things whatsoever that put said attorney in his opinion ought to be done, execute and perform in relation to the proposed acts, deeds and things in all

SARDESACONFIRM whatsoever that our said attorney shall lawfully DEZ AREA do or cause to be done by virtue of these presents.

WITNESS WHEREOF the parties hereto have signed this Power of Attorney at the place and on the date, month and year mentioned below:

Place: Date:

EXECUTANTS:

(a) Party No.1: Shri. LAXMAN VENKATESH BANDEKAR

For self and as attorney for

Party No.3: Shri. HARSHAD LAXMAN BANDEKAR,

Party No.4: Smt. SUSHMITA HARSHAD BANDEKAR,

Party No.5: Shri. RUSHAD LAXMAN BANDEKAR &

Party No.6: Smt. SWETA RUSHAD BANDEKAR.

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URMILA UMESH MHAPSEKAR as attorney for o.7: Smt. SNEHALATA CHANDRAKANT

GAUNDALKAR

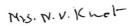
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(d) Stiri. GOVIND CHANDRAKANT GAUNDALKAR as attorney for

Party No.8: Shri. CHANDRAKANT GOVIND



GAUNDALKAR





(e) Party No.9: Smt. NANDITA VASUDEV KHOT



(f) Party No.10: Shri. VASUDEV VASANT KHOT

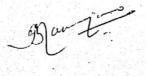


(g) Party No.11: Smt. NEELA BHALCHANDRA

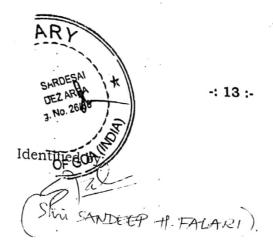
(h) Party No.12: Shri. BHALCHANDRA BALKRISHNA MAHAJAN



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SANJIV G. SARDESANO S) \ \ O & \ \ \ NOTA \ \ \ \ DATE \ \_ 5 JAN 2009