

# తెలంగాణ तेलंगाना TELANGANA

S.No. 9278 Date:26-07-2016

Sold to: Tojal modi

S/o. W/o. D/o. Solum Modi

For Whom: Soll

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K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

### GENERAL POWER OF ATTORNEY

This General Power of Attorney is made and executed on this the 26<sup>th</sup> day of July 2016 at Hyderabad by and between:

Mrs. Tejal Modi W/o. of Shri. Soham Modi, aged about 46 years, resident of Plot no. 280, Road no. 25, Jubilee Hills, Hyderabad – 500 034 hereinafter referred to as the Principal.

#### IN FAVOUR OF

Shri. Soham Modi S/o. Late Shri Satish Modi aged about 47 years, Occupation: Business, resident of Plot no. 280, Road no. 25, Jubilee Hills, Hyderabad – 500 034 hereinafter referred to as the Attorney.

The expressions Principal and Attorney shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like.

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#### WHEREAS:

- 1. The Principal is a resident of Plot no. 280, Road no. 25, Jubilee Hills, Hyderabad.
- 2. The Principal is the owner of several properties and businesses in Hyderabad and in particular the following properties (hereinafter referred to as the Said Properties):
  - a. House admeasuring 1,659 Sq. ft of total built-up area with land area of 117 Sq. yds. bearing Plot no. 81 in the residential project known as "Nilgiri Homes", situated at Sy. Nos. 128, 129, 132, 133, 134, 135 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District, bearing document no. 4454/2015 dated 16.12.2015 registered at SRO, Keesara, R. R. Dist.
  - b. Farm No. 35 admeasuring about 2,420 Sq. yds. forming part of Sy. nos. 33, 43, 44 & 46, Yenkapally Village, Chevella Mandal, R.R. District, along with a cottage/villa admeasuring about 1,000 Sq. ft, entered into a memorandum of understanding dated 31.07.2015.
  - c. Flat bearing no. 201 on the Second floor admeasuring 1,110 Sq. ft. of super built-up area (i.e., 888 Sq. ft. of built-up area & 222 Sq. ft. of common area) together with proportionate undivided share of land to the extent of 58.33 Sq. yds. and reserved parking space for single car in the stilt admeasuring about 100 Sq. ft in the residential complex named as Aakar, forming part of Sy. No. 218/1, Defence Colony, Malkajgiri Mandal, R. R. District, entered into an agreement of sale on 12.02.2016.
  - d. Flat number 205 admeasuring about 1,435 Sq. ft on the Second Floor, along with one car parking in building known as Sapphire, bearing Municipal No. 1-10-72/5/C/205, Chikoti Gardens, Begumpet, Hyderabad 500 016, bearing document no. 416/06 dated 20.02.2006 registered at SRO, Secunderabad.
- 3. Where as the Principal is pre-occupied with other works and as such is unable to look after/maintain/manage the Said Properties and is hereby appointing on his/her behalf the above said Attorney for the following purposes:
  - a. Maintenance and development of the above properties which shall include:
    - i. Deploying men and procuring material for up-keep, maintenance, renovation, additions and alterations of the above properties.
    - ii. To employ full time, part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor, etc., that may be required for the of the above properties.
    - iii. To negotiate and enter into contracts with service providers like security services, housekeeping services, maintenance of equipment, annual maintenance contract for equipment, etc.
    - iv. To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the above referred purposes.
  - b. For lease or leave and license of the Said Properties which shall include:
    - i. To identify a suitable tenants for giving on lease/leave and licence the above referred properties.
    - ii. Advertise, make brochures, negotiate and finalize the lease on such terms and conditions, as the Attorney deem fit and proper, including singing letters of confirmation or intent for the said purpose.
  - iii. Liaison with the tenants, lessees, etc.
  - iv. Collection of rents, maintenance charges and other charges from the tenants.
  - v. Issue receipts for rents and other amounts collected.

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- c. For representing the Principal in various courts, tribunals, etc., which shall include:
  - i. To appear and act in all courts, tribunals, appellate authorities, forums, arbitration, etc. related to civil, criminal, revenue, etc.
  - ii. To appear and act at the District or Sub-Registrar and other offices of the State and Central Government and of local bodies in relation to the Said Properties.
  - iii. To appear and act at any statutory authority in relation to the Said Properties.
  - iv. To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the above referred purposes.
  - v. To sign and verify plaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and withdraw money and grant receipt in relation to the Said Properties.
- d. For making applications and representations to statutory authorities which shall include:
  - i. To apply, execute, sign all such documents, forms, affidavits, undertakings, plans, etc., that may be required for obtaining electricity connections, water connections, drainage connections, building permissions from GHMC / HMDA/DTCP/Grampanchayat and other such statutory authorities like fire department, airports authority of India, pollution control board, ministries, government departments, defense department, EPFO, ESIC, Commercial tax department, labour department, service tax, VAT, etc., and to make such necessary payments in the name of the Principals.
  - ii. To execute, sign and file all the statements, returns, petitions, applications and declarations etc., necessary for and incidental to the above referred purposes.
- e. To make applications for seeking loans which shall include:
  - i. To negotiate on behalf of the Principal with banks and financial institutions for raising money/loan on behalf of the Principal and sign all such applications /documents for the same.
  - ii. Provide required documents, books of accounts and other information to banks and financial institutions for the said purpose.
  - iii. To execute, sign and file all the statements, petitions, applications and declarations, etc., necessary for and incidental to the above referred purposes.
- f. To operate bank accounts of the Principal which shall include:
  - i. Acting as a mandate holder of the Principal.
  - ii. Issue cheques, withdraw cash, deposit cash/cheques, prepare payorders/DDs, NEFT, RTGS, wire transfers, etc. from the account of the Principal.
  - iii. Make fixed deposits and break fixed deposits from the account of the Principal.
  - iv. Collect bank statements.
- g. To maintain accounts on behalf of the Principal which shall include:
  - i. Appointment of accountant for the said purpose.
  - ii. Certifying all vouchers of payments, receipts, JVs, debit/credit vouchers, bills, etc.
  - iii. Preparing of P&L statement, balance sheets and tax returns.
  - iv. Certifying photocopies of books of accounts as true copies for purpose of application of loans and for providing information to statutory authorities.
  - v. To appoint legal representatives like chartered accountants, company secretaries, lawyers, etc. and authorize them to represent the Principal.
  - vi. To do all such other acts and deeds that are generally required for an efficient management of the Said Properties.

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- 4. Generally to act as the Attorney or Agent of the Principals in relation to the Said Properties and to and do all deeds, acts and things in relation to the said properties as fully and effectually in all respects as the Principal himself would do if personally present.
- 5. The Attorney shall be entitled to spend monies on behalf of the Principal from his/her own sources or from the bank accounts or cash balances of the Principal for above mentioned activities, for and behalf of the Principal.
- 6. The Attorney shall not be entitled to receive any money or amounts belonging to the Principal from any third parties in its name or by way of cash. The Attorney shall collect all amounts by way of payorders, demand drafts, crossed cheques or NEFT /RTGS / wire transfers only in the name of the Principal.
- 7. The Attorney by virtue of this GPA shall not be entitled to do the following:
  - a. Claim of any tenancy /ownership rights over the Said Properties.
  - b. To collect amounts from prospective tenants or banks or any third party in its favour against the Said Properties.
  - c. To alienate or encumber the Said Properties.
  - d. To mortgage or create a charge on the Said Properties.
  - e. To sell or convey, transfer the Said Properties.
- 8. The Principal for himself/herself, his/ her heirs, executors, successors, legal representatives, administrators and assignees hereby ratifies and confirm and agrees to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney.

#### SCHEDULE OF THE PROPERTIES

House admeasuring 1659 Sq. ft of total built-up area with land area of 117 Sq. yds. bearing no. 81 in the residential project known as "Nilgiri Homes", situated at Sy. Nos. 128, 129, 132, 133, 134, 135 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District, and bounded by:

North	Tot-lot area & Land Scaped Garden
South	Plot No. 80
East	Tot-lot area & Land Scaped Garden
West	30' wide road

Agricultural land bearing Farm No. 35 admeasuring about 2,420 Sq. yds. forming part of Sy. nos. 33, 43, 44 & 46, Yenkapally Village, Chevella Mandal, R.R. District marked in red in the plan annexed hereto as Annexure A along with a cottage/villa admeasuring about 1,000 Sq. ft and bounded by:

North	Farm No. 36	
South	Farm No. 34	
East	Farm No. 18	
West	Tot-Lot Area	

Flat bearing no. 201 on the Second floor admeasuring 1110 Sq. ft. of super built-up area (i.e., 888 Sq. ft. of built-up area & 222 Sq.ft. of common area) together with proportionate undivided share of land to the extent of 58.33 Sq. yds. and reserved parking space for single car in the stilt admeasuring about 100 Sq.ft in the residential complex named as Aakar, forming part of Sy. No. 218/1, Defence Colony, Malkajgiri Mandal, R. R. District and bounded by:

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North By	Stair case. 8' wide lobby & Lift
South By	Open to Sky
East By	Open to Sky
West By	Open to Sky

Flat number 205 admeasuring about 1,435 Sq. Sq. ft on the Second Floor, along with one car parking, in building known as Sapphire bearing Municipal No. 1-10-72/5/C/205, situated at Chikoti Gardens, Begumpet, Hyderabad - 500 016, bounded by:

North By	Flat No. 201
South By	Open to Sky .
East By	Common Passage & Flat No. 204
West By	Open to Sky

IN WITNESS WHEREOF the Principal & Attorney hereto have set their hands to this General Power of Attorney out of their own free will and consent on the date first above mentioned in the presence of the following witnesses:

WITNESSES:

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ATTORNEY

2. A. Sawbativedoo

PRINICIPAL