

Revised

14-7-2006

(General POA)
Atul Ch. Ch.

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Original
नोटणी 39 म.
Regn. 39 M

प्राप्ती

प्राप्ती क्र. : 5860

दिनांक 14/07/2006

2006

गावाचे नाव पी.एस.पहाडीमोरेगाव

वर.पेवणाचा अनुक्रमांक

वरती पेवणाचा प्रकार

मकरानामा

सादर करण्याचे नाव: गोरगाव भांडोको को आदिवासी निवेदन देवेंद्रमन कांतीमाई ओ पटेल -

नोटणी फी

नक्कल (अ. 11(1)), पुस्तिकावाही नक्कल (अ. 11(2)),

खजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकूण फी (14)

380.00

एकूण

रु.

आपणास हा वरती अंदाजे 12:24PM ला देवेंद्रमन मिळेल

वाजारा मुदत: 1 रु.

भरलेले मुद्रांक शुल्क: 200 रु.

मोबदला: 0 रु.

सह दुकान निबंधक बोरीवली-२,
पुणे उपनगर लिहा.

12:10:02 PM

Friday, July 14, 2006



THE BHARAT CO-OPERATIVE BANK (MUMBAI) LIMITED
FRANKING DEPOSIT SLIP

Customer's Copy

Branch: Colaba Date: 14/1/10

Pay to: 7265

| Frinking Value | Rs. | Service Charges | Rs. | Total | Rs. |
|----------------|-----|-----------------|-----|--------------|-----|
| <u>100/-</u> | | <u>10/-</u> | | <u>110/-</u> | |

Name & Address of Stamp duty paying party
Scaly and
274/ Colaba

Tel. No. / Mobile No. : 2222

Purpose of Transaction
In cash for Frinking Deposit

Rs. 100/-

Trans ID _____

Frinking Sr. No. _____

For The BHARAT CO-OPERATIVE BANK (MUMBAI) LIMITED

Authorised Signatory _____

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i) The Co-operative Housing Society Limited is a co-operative GOREGAON AMBIKA Housing Society Ltd., duly registered under the provisions of Maharashtra co-operative societies Act, 1960 bearing No. BOM / HSG / 7724 dated 14.10.1981 (hereinafter for the sake of brevity referred to as "the society").

(iii) The society is well and sufficiently entitled to all that piece or parcel of

(ii) The society is well and sufficiently entitled to all that piece or parcel of

leasehold land, admeasuring 946.95 sq. mtrs. together with existing building

thereon bearing No. 7 and CTS No. 26 (part) and survey No. 8 of Village Pahadi,

Goregaon, Taluka Borivli within the Registration District and sub-District of

Brihanmumbai, which is more particularly resorted to in the first schedule written

hereunder and hereinafter for the sake and hereby referred to as said property.

[illegible]

(i) As on the date on the said property resides in building/s existing knowledge

earing no. 7 and consisting of 40 tenement houses and the said tenements are in ward

occupation and possession of the existing

more particularly set out in the second schedule hereunder written. Hereinafter

for the sake of brevity the said existing building is referred to as "the said building".

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Under as agreement in writing dated 11/27/06

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...the said SAHA INMAN AND DEVELOPERS, the society

...mitted the said SAHJANAND DEVELOPERS to demolish the said

...and also the TDR/FSL the...
...and to construct a new building/s by utilizing the FSL of the said...

property and also the LDR/FSI thereon subject to approval of the building plan.

upon certain terms and conditions more particularly incorporated therein;

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v) As per one of the agreed terms, the society has agreed to execute a General Power of Attorney in favour of the Developers and/or their nominees to enable the Developers to initiate necessary steps for development;

vi) The society at its Special General Body meeting held on _____ has passed resolution to grant and execute the General irrevocable Power of Attornies in favour of the nominees of the Developers M/s. Sahajanaand Developers and authorized its Chairman and the Hon. Secretary to sign and execute the same to enable the nominees of the M/s. Sahajanaand Developers (hereinafter referred to as "the said Attorney/s") to do all acts, deeds, things and matters for the purpose of constructing a new building on the said property more particularly described in the schedule written hereunder and to provide agreed area in the new building to be constructed on the said property to the existing members and to sell the additional flats / shops and other permissible areas to the intended purchasers / intended members.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT WE, GOREGAON AMBIKA Co-operative Housing Society Limited, through Shri Kanti. O. Jadhav and Shri Hanumanthappa Chairman and Hon. Secretary respectively of the society do hereby irrevocably nominate, constitute and appoint Shri Jitendra S. Brahmabhatt & Smt. Parul J. Brahmabhatt the said Attorney being the nominees of the Sahajanaand Developers as the true and lawful Attorney/s for and on behalf of the society and to do or cause to be done all acts, deeds, matters and things in respect of the said property for development at the cost of said Attorney.

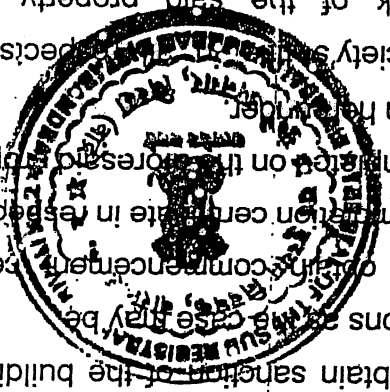
1. To deal and/or correspond with the Municipal Corporation of Greater Mumbai including all the departments or officers or any other officer or authority in connection with or relating to or touching to the said property described in the schedule written hereunder and in particularly to do the following acts, deeds matters, and things namely at the cost of the said Attorney.

1. To apply for and obtain approval for demolition of the existing building and sanction of the proposed building plan from MHADA at the cost of Attorney.

II. To apply for and obtain sanction of the building plans with further alterations or additions as the case may be.

III. To apply for and obtain commencement certificate, occupation certificate and/or completion certificate in respect of the building to be constructed and completed on the proposed property described in the first schedule written hereunder.

IV. To perfect the society's interest in the property for completing the redevelopment work of the said property or handing over /



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surrendering the part or portion of the said property to the Municipality of Greater Mumbai, State Government or any such other appropriate authorities concerned and to consume the Development right Certificate as our Attorney as may deem fit and proper respect of the said property more particularly described in the schedule written hereunder and to take all steps in that regard to all such applications, papers, writings, agreements, documents, undertakings, deeds and instruments as shall be necessary for same.

V. To amalgamate the plot of land more particularly described in the schedule hereunder written with the adjacent plots, with permission of concerned authorities for the purpose of development.

VI. To apply and obtain FSI/TDR FSI including of layout plan to the extent of 2.4 or maximum extent or whatever permissible as may be permissible under the law, whichever may be the higher:

2. To deal with the assessment department of Municipal Corporation of Greater Mumbai, in respect of the said property.
3. To sign the applications, terms & conditions as may from time to time be required by Municipal Corporation of Greater Mumbai or as may be necessary or required from time to time at their own costs, for the purposes set out herein.

4. To represent and appear before the appropriate revenue authorities including Thasildar, Collector, City Survey Officer, Municipal Corporation of Greater Mumbai, Talathi and any other concerned authorities and to insert the society's name if it has not been inserted so far on the revenue and to purchase the TDR FSI in the name of society / Developers, but, at their own costs in respect of the said property as a receivable plot of land and to utilize the same on the said property and for the said purpose to sign and execute all such deeds, documents, affidavits, declaration, indemnities, bonds, application, notices, forms, letters, paper etc., as may be required from time to time.

5. To pay the security fees and necessary deposits of any other amount at their own cost and expenses that may be required to be deposited or paid to Municipal Corporation of Greater Mumbai and also to receive the same from authorities and also to apply for the same as and receive the same and pass the receipt for the same as and on occasion arises.



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6. To pay all outgoings at their own costs and expenses in respect said property and obtain discharge in respect of the same.

7. To employ and/or engage Architect, RCC specialists, contractor, plumbers or servants to do any of the acts, deeds and things herein contained and/or discharge any such Architect, Clerk, or Servants and pay their remuneration at their own costs and expenses.

8. To pay the deposits to Hydraulic department, Reliance Energy authority and to engage licensed plumber / plumbers, electrical contractors, contractors and any other agencies that may be required for development of the said property.

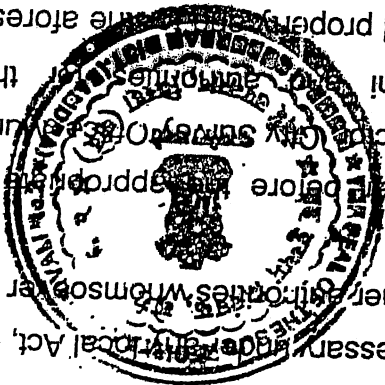
9. To make applications or to correspond or deal with the appropriate government authorities as and when applicable in respect of the property on the building to the constructed thereon or in connection with any other matters or things pertaining to the said property.

10. To make (if necessary) applications under the urban Land (ceiling and regulation) Act, 1976 for obtaining the permission for exemption otherwise of the property and for development or re-development thereof and for that purpose to submit such applications, writings, undertakings affidavits etc., as may be required or prefer an appeal from the order of the Competent authority, and to construct the boundary walls and comply with all the terms and conditions and if required to hand over and/or surrender and/or transfer a portion of the said property or any part thereof falling under set back or under reservation if any and/or set back for proposed D. P. Road to Municipal Corporation of Greater Mumbai or to any other authorities concerned and to apply and to obtain in lieu thereof the compensation and/or FSI and/or TDR/FSI.

11. To appear and represent before the collector, city survey authorities, Collector of Land revenue and Assessor of Municipal Rates and taxes, town planning authorities Collector or encroachment, Slum improvement authority, as may be necessary under the Local Act, Rule Or Regulation Government officer or other authorities whomsoever in respect thereof.

12. To represent and appear before the appropriate revenue authorities

including Tahsildar, Collector, Talathi, Greater Mumbai, Talathi, redevelopment of the said property and to utilize the same on the said property and for obtain the TDR/FSI and to utilize the same on the said property and for



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the said purpose to sign and execute all such deeds, documents, affidavits, declarations, indemnities, bonds, applications, notices, letters, papers, etc. as may be required from time to time.

13. To make application for water connection, electric supply and incidental requirements which may be required for the said purpose the said property as set out herein.

14. To deal and correspond with the Hydraulic Department and to engage services of licenced plumber, electrical contractors, civil contractors any other agencies that may be required in connection with the property at their own costs and expenses.

15. To appear and represent the society before the city survey officers and make application of the said property and for the purpose to sign application, documents, deeds, affidavits, authority letters and declaration papers and writing as may be necessary and to pay the necessary fees charges for the same.

16. To apply for refund of the deposit to be made with the authorities Brihanmumbai Mahanagarpalika and/or Hydraulic department and/or Reliance Energy authorities and/or other concerned authorities and receive the said refund and pass the receipt for the same.

17. To sign and file undertakings as may be necessary to Municipality Corporation of Greater Mumbai, and/or to such other appropriate authorities and to do such further acts, deeds and things as may be necessary or required for the purpose of effectively carrying out the purposes and intents of this Power of Attorney and the agreement dated 14/7/2006 in the respect of the said property.

18. To enter upon the said property and to demolish the said existing building no. 7 and to remove the details thereof without any liability of accountability to the society and to start construction of the new building in its place, in pursuance of the agreement dated 14/7/2006, but subject to the approval of Municipal Corporation of Greater Mumbai. To construct, erect new buildings and to redevelop the said property in accordance with the plan and specification approved and sanctioned by the Municipal Corporation of Greater Mumbai, and any other public body or local authority in respect thereof including to construct temporary



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accommodations on the said property if necessary and required provided to the exiting members/occupants, if any.

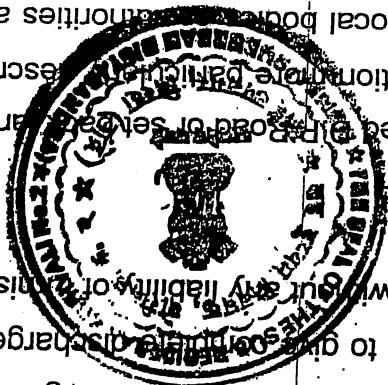
20. To commence, carry out, complete and/or cause to be commenced completed the construction work at their own costs on the said property in accordance with the sanctioned plans and specifications and so far as construction work is concerned to observe and perform all applicable and regulations which are made by Municipal Corporation of Greater Mumbai and/or town planning authorities and/or police authorities including any other competent authorities for the time being in force.

21. To ask, demand, sue for, enforce payment of and recover and receive from any person or persons rents and/or compensation and/or profits in respect of the said property which now are or which may at time to time or from time to time hereafter become due and payable to society.

22. To enter in to agreement for sale of additional flats/garages/park spaces/stilt portions etc., or any part thereof to be constructed by utilizing the said available FSI including the TDR/FSI save and except the areas to be provided to the existing members of the society as per the terms and conditions of the Agreement dated 14/11/2006 to all persons or persons whom our said Attorney/s agree to sell on ownership basis on the terms and conditions as our said Attorney deem fit and proper and to enter into necessary agreement, model agreement under the provisions of Maharashtra Ownership Flats Act, 1963 and to sign and execute the same and to lodge the same for registration with the Registering authorities and to admit the execution of the said document and also sign for the society and on our behalf of the society if necessary

23. To receive and accept the earnest money or the purchase price or part thereof or in full as our said Attorney may deem fit and proper and after receiving and collecting such sale proceeds either in full or part and to give valid and proper receipt and/or acknowledgement to the purchasers as the case may be and to give complete discharge in that behalf at the risk of our said Attorney without any liability or discharging any accounts to the society.

24. To hand over the proposed ~~sub~~ Road or service road or any part thereof falling under the said portion more particularly described in the schedule written hereunder to the local bodies, authorities and to surrender and confirm the same in City Survey Records and to have the benefit of the



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same in lieu thereof by way of monetary compensation and FS/TDR/DRC as may be available.

25. To obtain the transfer of development rights, to utilize the same on the said property as permitted in law and/or other properties or any part thereof and for the said purpose to sign all types of agreements and writings as our said Attorney any deem fit and proper.

26. To appear and represent the society before all concerned authorities and parties as may be necessary, required or advisable for or in connection with any kind of reservation if any of the said property and to make such agreements and arrive at such arrangements as may be conclusive to get the TDR/DRC in lieu of such reservation (if any) and/or for development or re-development of the said property.

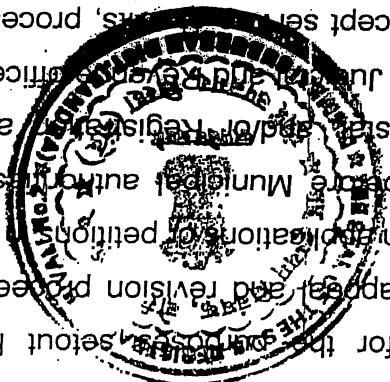
27. a) To sign, execute, register or to otherwise perfect or cause to be signed executed, registered and perfected any agreement, writing or writings surrender of set back area deed of rectifications or deed or confirmation in respect of the aforesaid purpose which may in the option of our said Attorney be expedient or necessary for any of the purpose as mentioned herein.

b) To take all the steps for effective registration of all such documents, for the purposes set out herein.

c) To appear the sub-registrar of assurance at Bandra/Mumbai and represent and lodge and the aforesaid documents or writings, instruments etc., for registration and admit execution thereof and to take delivery of the documents on writing from such registering authority.

d) To get, execute the forms and applications from the said flat/shops/garage/parking place / still portion purchasers and for that purpose to sign and execute all applications, forms, affidavits, declaration, indemnity bonds and all such required writings documents by the society as the case may be as per law for the time being in force.

28. To commence, prosecute, institute, defend, oppose, negotiate for settlement and settle and appear and represent the society in all actions and legal proceedings for the purposes set out herein and also to represent the society in appeal and revision proceedings whether civil, original or appellate and in applications of petitions in any court of law and as also in proceedings before Municipal authorities, Police, Revenue, Stamp, Public works, Postal and Registrar, authorities and also before all the Magistrates, Justices and Revenue officers or other officer or officers and to issue to accept summons, process or summons and to do all acts and things as may be necessary to protect the society's



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interest and also if thought fit to refer to arbitration, execute, abandon
submit to judgment and decree or become non-suited in any action
proceedings and without prejudice to the generally of the foregoing
appear in all Court proceedings and attend all meetings before the
Court or other Government or Semi Government authorities and
appoint Advocates / Attorney or Solicitors for and on behalf for the
purpose.

29. To sign, verify, apply, present and declare plaints, petitions, appeals
written statements, replies, affidavits, declarations, complaints
representations, consent terms in Court in respect of the said property
any part thereof.

30. To substitute and appoint from time to time one or more Attorney un
our said Attorney/s hereunder with the same or limited powers and su
substitute or substitutes at pleasure to remove and to appoint other. If
said Attorney/s think fit and proper, they shall be entitled to appoint su
substituted Attorney with irrevocable powers of attorney shall not
revocable.

31. This power of Attorney shall be irrevocable and the same shall not
revoked by the society for any reasons whatsoever and the same shall be
binding on the society. Respective office bearers, executors and
administrators till the said property is fully developed and occupation an
completion certificate is obtained from the concerned authority an
handing over the vacant and peaceful possession of the vacant flats to th
respective existing members and / or the intended purchasers as the cas
may be and in that event, this Power of Attorney shall ipso facto come to
an end.

32. And Generally to do all acts, deeds, matters and things whatsoever in or
about our estate, the said property and affairs herein either particularly or
generally described as amply and effectually to all intents and proper as
we could do in our own proper person. And we hereby for ourselves, our
executors and administrators. We do hereby confirm all and
whatsoever our said Attorney, or any substitutes or substitute acting under
them shall be purport to do, cause to be done by virtue of these
presents.

33. And we hereby declare that all the above said powers of Attorney shall do or
cause to be done in pursuance of this deed and the done or doneness of the power hereof shall
own risk and cost and the done or doneness of the power hereof shall



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indemnity or cause to be indemnified the society including we the deponents herein for any act of commission and / or omission against all actions, claims and demands arising by reason of or by virtue of this power and in the event the society has to suffer any losses, incur any expenses sustain and / or any prejudices.

34. We hereby agree, ratify and confirm all the above mentioned acts, deeds, matters and things done by our said Attorneys or any of the said substitute or substitutes acting on our behalf or any of them all the things, matters, deeds, acts, as if done by the society in our personal capacity.

35. This Power of Attorney shall be binding upon ourselves and our successors, permitted office bearers, administrators and executors and that they shall not be entitled to change any acts, deeds, matters and things done by our said Attorney and / or substitute/s pursuant to this power of attorney in respect of development of the said property.

IN WITNESS WHEREOF we have hereunto set and subscribed our hands and common seal to this writing on the 14th day of 2006

Document No. - 8025/5 & 24/06
14/7/06
THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

All that piece or parcel of land or ground together with existing building No.7 known as " GOREGAON AMBIKA " Co-Operative Housing Society Limited" bearing CTS No. 26 (Part) and survey No. 8 of village Pahadi, Taluka Borivli, Brihanmumbai admeasuring about 946.95 sq meters or thereabouts and bounded as follows and shown and surrounded by red colored boundary line area to the plan annexed hereto and bounded as follows:

By 24" 40" wide road & office Building.

By open Space & Building No.5

By Open Space & Office Building & 24" 40"

vide Road.

Building No.6 & 24' x 40" vide Road.

On or towards the South:

On or towards the North:

On or towards the West:

On or towards the East:

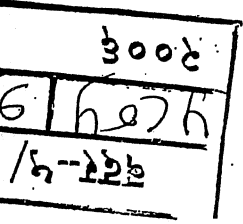
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2006
8025/5 & 24/06
14/7/06

THE SECOND SCHEDULE ABOVE REFERRED TO
LIST OF EXISTING MEMBERS OF THE SOCIETY

1. SMT. HANSA M. TRIVEDI
2. SMT. C. B. SILVERIA
3. M/S. VIJAY DIAMONDS PVT. LTD.
4. MR. M. D. BIRMOLE
5. SMT. K. K. MISTRY
6. SMT. M. D. JOBANPUTRA
7. MR. AKSHAY MEHTA
8. MR. BHAVSAR SHETTY
9. SMT. R. D. DABHOLKAR
10. SMT. CHAMPA MISTRY
11. MR. N. D. SOLANKI
12. MR. M. T. BHANDARI
13. MRS. AMIT O GOVEAS
14. K. K. DESAI
15. MR. THANAWALA
16. MR. S. K. PALSHETKAR
17. MR. J. M. PARAB
18. MR. M. DHAPRE
19. MRS. HIRAVE
20. MR. S. P. NAYAK
21. SMT. S. S. DESHPANDE
22. SMT. I. M. DESAI
23. SMT. SAVITA G. PATEL
24. MR. S. B. SUDEKAR
25. MR. JAYRAM MANI
26. MR. T. P. POOJARI
27. MR. V. R. AIL
28. MR. YAAGNESH P. PATEL
29. MR. K. P. AGARWAL
30. MR. S. S. KARGUTKAR
31. SMT. S. SHARMA
32. SMT. S. SHARMA
33. SMT. J. M. KOTIAN
34. MR. K. O. PATEL
35. MR. A. M. PATEL
36. MR. K. R. NARVEKAR
37. MISS. S. N. SHIRALI
38. MR. R. N. SINGH
39. MR. P. M. SOLANKI
40. MR. B. M. PATEL



Handwritten signatures and initials at the top of the page.

Signed and delivered



by withinnamed "GOREGAON AMBIKA C. H. S. Ltd.

1) Chairman... Mr. Kantilal C. Patel.

2) Secretary... Mrs. Mithun M. Trivedi

3) Treasurer... Akshay Mehra

in the presence of.....

1. 
2. 

Before me,

We accept.



P. J. Brahmbhatt.

1) Mr. Jitendra S. Brahmbhatt

2) Mrs. Parul J. Brahmbhatt

