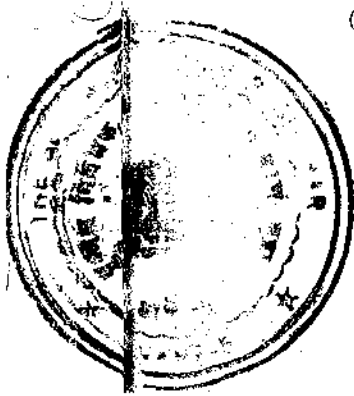


- (A) We are absolutely seized and possessed or otherwise well and sufficiently entitled to plot of land bearing Old Survey No. 46 H. No. 8(P), New Survey No. 49 H. No. 8 (A), admeasuring 5414 Sq. Yards and as per 7/12 Extract admeasuring to 4540 Sq. Meters situate lying and being at the Village Balkum, Taluka and District and Sub-District of Thane within the limits of the Municipal Corporation of the City of Thane and more particularly described in the Schedule hereunder written and hereinafter referred to as the 'said Property'.
- (B) By an Agreement for Sale dated 14/03/1987 made between us as the Owners/Family Members on the one hand and the Confirming Party on the other hand as Purchasers we the Owners / Family Members had agreed to sell to the Confirming Party the said property for the consideration and upon the terms and conditions therein mentioned. We, the Owners/Family Members have received full consideration under the said Agreement and now there is no amount receivable by us from the Confirming Party. The said Agreement is subsisting, valid and in full operation and the same is not cancelled, revoked or withdrawn by us.
- (C) Pursuant to the said Agreement for Sale, Power of Attorney/s (POA/s) dated ~~20/4/87~~ ^{and 16/04} 04/05/1988 have been executed authorizing inter alia Smt. Manju N. Gupta / Shri Narendra Gupta to do all the acts, matters and things more particularly set out in the said POA/s. The copies of the said Power of Attorney/s are annexed hereto.
- (D) The said Shri. Narendra Gupta is also known as Narinder Gupta and/or Narinderpal Gupta and/or Narendrapal Gupta. The reference herein as Narendra Gupta shall mean and include his other known name/s as narrated herein and/or in any other documents referred herein or otherwise.
- (E) By and under an Agreement for Development dated ~~6th~~ ^{6th} day of February, 2007 made between We, the Owners/ Family Members, the Confirming Party and M/s. Dosti Enterprises (hereinafter referred to as "the Developers") we the Owners have granted to the Developers and confirmed by the Family Members and the Confirming Party development rights in respect of the said Property subject to the terms and conditions contained in the said Agreement.
- (F) At the request of the Developers We the Owners/ Family Members through Mr. Narendra Gupta and the Confirming Party through Mr. Narendra Gupta have agreed to appoint (1) Shri. Deepak Kishan Goradia (2) Rajul Vrajilal Vora and (3) M/s. Dosti Land Developers Pvt. Ltd., to be our constituted attorneys to do and execute all and/or any of the following acts, deeds, matters and things in respect of the said Property.



NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT WE (1) Dharma Chandraya Mhatre, for self and as the Karta and Manager of my Hindu Undivided Family (2) Arvind Dharma Mhatre (3) Vithabai Dharma Mhatre, (4) Baliram Dharma Mhatre (5) Laxmi Baliram Mhatre (6) Vijayanti Dharma Mhatre and (7) Ashok Dharma Mhatre, (8) Keshav Chandraya Mhatre (HUF), for

self and as the Karta and Manager of my Hindu Undivided Family (9) Laxmibai Keshav Mhatre, (10) Prakash Keshav Mhatre, (11) Hirachand Keshav Mhatre and (12) Meena Keshav Mhatre, (13) Ramchandra Chandraya Mhatre, for self and as the Karta and Manager of my Hindu Undivided Family (14) Kamlabai Ramchandra Mhatre, (15) Shivnath Ramchandra Mhatre, (16) Vimal Shivnath Mhatre and (17) Ganesh Ramchandra Mhatre, (18) Sadashiv Chandraya Mhatre, for self and as the Karta and Manager of my Hindu Undivided Family (19) Bhimabai Sadashiv Mhatre, (20) Umesh Sadashiv Mhatre (21) Mangesh Sadashiv Mhatre and (22) Mahesh Sadashiv Mhatre (23) Tulsi Harischandra Bhoir (24) Janabai Kajuram Mhatre (25) Chandrakant Narayan Patil (26) Chandribai Vishnu Joshi ^{(27) Mithabai Suresh Bhoir} (1) to (27) by the hands of their Constituted Attorney MR. NARENDRA GUPTA all of village Balkum, all Indian Inhabitants, residing at Village Balkum, Taluka and District Thane (hereinafter referred to as "the Owners/Family Members") A N D (28) MRS. MANJU N. GUPTA sole proprietress of RNA Builder (N.G.) (formerly known as East-N-West Builders) through her constituted Attorney Mr. Narendra Gupta do and each of us doth hereby irrevocably nominate, make constitute and appoint the (1) Shri. Deepak Kishan Goradia (2) Shri Rajul Vrajlal Vora and (3) M/s. Dosti Land Developers Ltd., jointly and each of them severally & individually (hereinafter referred to "as Attorneys") to be our true and lawful attorneys for us, on our behalf and in our names to do and execute all or any of the acts, deeds, matter and things at our attorneys costs and consequences and only relating to our said Property as follows:



1) To enter upon possess and occupy the said Property by themselves and/or any person authorized by them to enter upon the said property and/or to develop the said Property either personally or through their workmen and/or contractor and to safeguard the same from encroachment and for that purpose appoint security guards, to put up wire fence, building compound wall and to lodge complaints with any authorities including local police station and to do all such other acts, deeds, matters and things as may be appropriate for protection of the said Property.

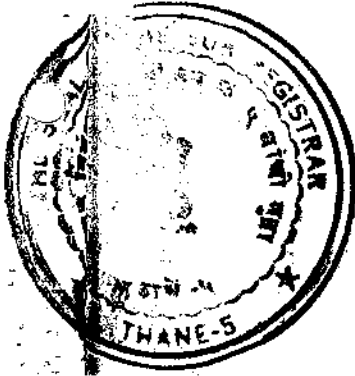
2) To deal with sign execute and deliver all applications, forms, appeals, writings, plans, papers, documents, declarations, Indemnities, Undertakings, agreements, correspondence on our behalf and to appear for and represent us before and make submissions to Ministry of Environment & Forests (MoEF), Government of India, Indian Railways, Thane Municipal Corporation (TMC), Chief Fire Officer, Maharashtra Pollution Control Board (M.P.C.B.), Urban Development and Public Health Department, Archeological Department, Forest Department, Government of Maharashtra, Structural Committee, Tenants Verification Committees, Heritage Committee and/or any other Committees/Forums appointed by Competent Courts and/or Authorities etc., Maharashtra Housing & Area Development Authority (MHADA), Department of Labour, Labour Commissioner, Commissioner of Industries, Commissioner, konkan Division, Collector or any other Revenue

Authority, Tahsildar, Talati, Mamlatadar, City Survey Officer, Sub-Divisional Officer, etc., District Inspector of Land records (DILR) or TILR and any other Land Records Authorities, Gram Panchayat, Slum Redevelopment Authority (SRA) Town Planning Authority, the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 (ULCR) or any other State and/or Central Government Ministry or Officers, Local or Public Bodies or any other person or persons or authorities concerned including Coastal Regulation Zone (CRZ) Authority, Special Economic Zone (SEZ) Authority, Public Works Department (PWD), Water Department, and/or various departments, officers authorities in connection with or relating to or touching the said Property and/or its development and/or transfer of the said Property to its Purchasers/Developers or their nominee/s or assigns and without prejudice to the generality or the Powers herein given to do the followings:-



- 2(a) To apply to the Thane Municipal Corporation (TMC) or Government of Maharashtra or any other concerned authority for change of user of the said Property, from Agriculture to Non-Agriculture use, and/or Industrial to Residential & other users, revision/amendment to NA and/or I to R permission, if necessary, and to do necessary correspondence with them in accordance with all the rules and regulations including Development Control Rules (D. C. Regulations) as may be amended from time to time and/or any other rules/regulations applicable in that behalf
- 2(b) To pay from time to time all charges, taxes, expenses, premiums, deposits, assessments etc. and apply for the refund thereof to the concerned authorities and to receive and give discharge of the said refund as the said Attorneys may think fit and proper.
- 2(c) To apply for and obtain all sanctions, approvals, permissions, revisions/amendments/NOC etc. for carrying out development work on the said Property as also in respect of the construction work of buildings/ structures, etc. thereon and also for obtaining from time to time either in part or in full, Intimation of Disapproval (IOD), Commencement Certificate (CC) from TMC and other authorities, Occupation and or Completion Certificate in respect of the construction of the buildings/structures or any part/ parts thereof.
- 2(d) To approach concerned authorities for obtaining release of any portion/s of the said Property and/ or structures thereon from reservation (if any.)
- 2(e) To prepare Building Plans and specifications for construction of buildings and structures on the said Property with such modification and changes as our Attorneys may deem fit from time to time and to construct buildings and other structures on the said Property.

- 2(f) To apply deal and correspond with any & all concerned authorities for survey, measurement, realignment, sub-division, amalgamation, rectification of area, demarcation and layout of the said property including with neighbouring plots of land and/or the Owners or Occupants thereof and to carry out the terms and conditions and implement any such permission/scheme of realignment, sub-division, amalgamation.
- 2(g) To appear before and make submissions to the concerned authorities for the renewal or grant of licenses or permits or for the purposes as may be necessary under the Local and/or Central Acts or Rules and Regulations or before any public or Government Officer or authority whomsoever, in respect of the said Property.
- 2(h) To apply for and to obtain quota of Cement, Iron, Steel or any other controlled building or construction materials which may be necessary for the purpose of construction of the buildings and structures on the said Property;
- 2(i) To apply for and obtain Consent to Establish and Consent to Operate and other necessary permissions from MPCB or obtain Environment Clearance from MoEF, Government of India or Government of Maharashtra.
- 2(j) To give such letters and writings and/ or undertakings as maybe required from time to time for carrying out development work on the said Property as also in respect of the construction work of buildings/ structures, etc. thereon and also for obtaining from time to time either in part or in full, IOD, Commencement Certificate, Occupation and or Completion Certificate in respect of the construction of the buildings/structures or any part/ parts thereof.
- 2(k) In regard to all matters in connection with the said Property as may be required during the various stages of development of the said Property by construction of buildings thereon
- 2(l) To execute from time to time all the writings, agreements, deeds, assurances etc. in any manner of the premises which may be constructed on the said property.
- 2(m) To apply for and obtain the water connection and electricity connection & meters on the said Property.

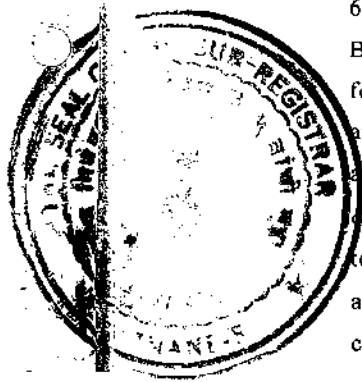


3) To make and submit necessary applications and writings under the Urban Land (Ceiling & Regulations) Act, 1976, and/or any other Acts for the time being in force for permissions, sanctions, NOC, approvals, etc. for extension, exemption, transfer of or otherwise of or relating to the said Property in favour of our Attorneys or their nominees and/or for development thereof and for that purpose to make representations submit such applications, writings, undertakings as may be required and to prefer an

appeal from the Order of the Competent Authority under the said ULC Act and/or any other Acts. We, the Owners and Confirming Party also authorise our attorney/s and they are entitled to take benefit of ceiling limit/s available to us for getting exemption under ULC Act of the said Property.

4) To deal with and to correspond with the Assessment Department of TMC and make submissions for or in relation to the assessment of the said Property and fixation of rateable value.

5) To make necessary representations including filing of complaints and appeals before the Assessor and Collector and other concerned authorities including in the appropriate Courts in regard to the fixation of rateable value in respect of the building/s on the said Property and / or any portion thereof by the Assessor and Collector.



6) To deal with and to correspond with Maharashtra State Electricity Board(MSEB)/Tata Power and/or other concerned authorities and or officers for obtaining light and electric connections & power for the said Property and/or the Structures /buildings to be constructed thereon including making and putting electric substations and/or carry out and lay electric connections & cables and other services for and/or in respect of the buildings/structures to be constructed on the said Property and for that purpose to sign, execute and deliver all letters, applications, undertakings, indemnities, terms and conditions as may be required by the authorities concerned.

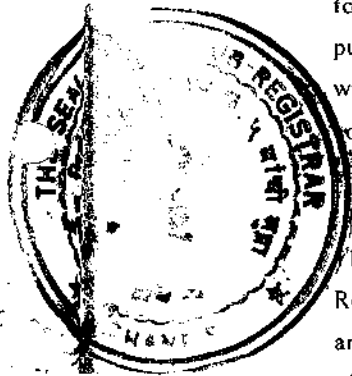
7) To appear before and make submissions to the Hydraulic Engineer, City Engineer and other authorities and engineers and officers of TMC for the purpose of obtaining various permissions and service connections including water connection in respect of or for the said Property and structures to be constructed on the said Property and to make and submit applications and other writings for water, sewerage etc with the concerned authorities at the expenses of our said Attorneys and to obtain necessary orders pursuant thereof and to do all acts, deeds, matters and things and to carry out and lay the water, sewerage, drainage, storm water, and electric connections & cables and pipe lines and other service lines.

8) To apply for and obtain Seven Twelve (7/12) Extract, Property Register Cards, Gut Book, Survey Plan, Mutation, D. P. Remark, Ferfar and other extracts and such other documents and papers in relation to the said Property and if required to apply for corrections, amendments/addition therein and to pay necessary fees for the same.

9) To do all necessary things as may be required or expedient to get our names and/or the names of the Developers or their nominees or assignees

including Co-operative Societies or registered companies or any other association or organization that may be formed, in the Property Register Cards, 7/12, 6/12 and 8A Extracts, Revenue Records and other Government Records, for transfer of the said Property from our name to the name of the Developers or their nominees, etc.

10) To apply for and obtain the Death Certificate and or Birth Certificate and or Ration Card of any of our family members including the deceased members of our families who were interested in the said property and or to apply for all other necessary certificates and or necessary to obtain the necessary permission and or order under the relevant provisions of the Urban land (Ceiling & Regulation) Act 1976 and or N.A. Permission and or conversion of the said Property in residential zone and or any other zone and for the complete development of the said Property and for the aforesaid purpose to sign and execute and submit all necessary letters, papers, writings, applications, of any of the Government, Semi Government concerned Departments and to do all further acts, deeds, matters and things which may be necessary.



11) To approach and represent us before the District Inspector of Land Record (DILR) or TILR, Town Planning Authority and City Survey Office and other authorities concerned and to apply for and obtain certified copies of plans, to get survey of the said Property done for satisfaction of the areas, measurements, demarcations of boundaries, areas certificates, extracts etc. and to make, write sign execute and register such applications, letters or documents as may be required for the purpose.

12) To appear before and to make and sign applications, submissions to the appropriate departments, Local Authorities or other competent authorities for the renewal or for the grant of all and any licenses, permissions and consents required by any Act of Parliament, Local and/or Central Acts, rules and regulations, Order, Statutory Instructions, Regulations, Bye-Laws or otherwise in connection with the development of the said Property.

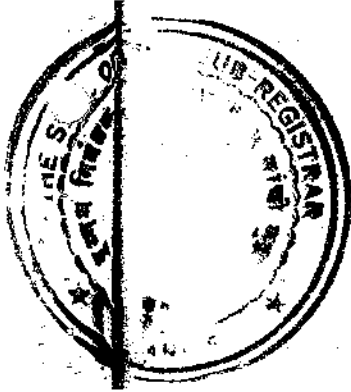
13) To apply if necessary to the Collector or any other statutory authority either under provisions of Bombay Tenancy & Agricultural Lands Acts, 1948 or Maharashtra Land Revenue Code, Maharashtra Regional & Town Planning Act or under any other statutory Act to obtain N.A. & any other Permissions and/or sale/development permission in favour of the attorneys and/or their nominee/s and/or their assigns of the said property and to do such further acts, deeds, matters and things which may be necessary for the same.

14) To do, perform and execute such further acts, matters and things and to take steps on our behalf for keeping all orders passed by the concerned

authorities pertaining to the development of the said Property and such other permissions granted by the concerned authorities, valid and subsisting and to renew the said orders and Commencement Certificates from time to time.

15) To commence the work of construction and to carry out and comply with or satisfy all the requisitions that may be made by TMC or, any other authorities in connection with the building plans, revised building plans, layout plans, revised lay out plan that will be submitted by our said Attorneys to the Appropriate Authorities in pursuance of these presents.

16) To construct buildings and other structures on the said Property in accordance with the permissions & plans as may be issued/sanctioned by the TMC/MHADA/Collector/SRA and/or any other concerned authority and to consume the entire FSI (Floor Space Index) potential generated from the said Property and/or any future increase thereof with such modification and/or deviation as may be necessary and/or required by our Attorneys and/or the concerned authorities after demolishing/pulling down the existing structures if any standing on the said Property.

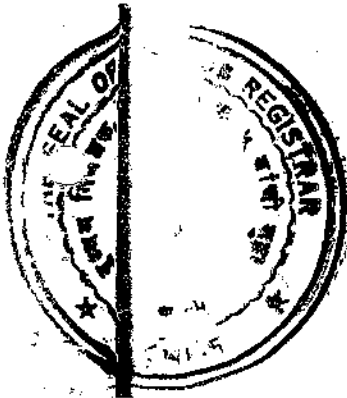


17) To comply with all the formalities and conditions of I.O.D. and C.C. and other such permissions granted by the TMC and/or other concerned authorities in respect of each and every buildings proposed to be constructed on the said Property and for the aforesaid purpose to do all such acts, deeds and things required and sign and execute such papers, applications, documents, plans, writings, undertakings, Indemnities as may be required by the TMC and/or other concerned authority.

18) To look after and supervise the development work and construction and completion of the buildings/structures to be constructed on the said Property and to carry out and/or to get carried out through contractors, sub contractors or in such manner as may be determined by our said Attorneys, and to appoint Designing Architects, TMC Architects, Architects, Surveyors, Engineers Consultants, R.C.C. Specialists, Contractors, Sub Contractors, labourers and other professionals and agents and to substitute them or any of them and to sign and execute letters of appointment or authority in their favour and to fix and pay their remuneration and at pleasure and will of the said Attorneys to discontinue services of such person or persons as may from time to time be found expedient to implement and carry out the development of the said Property in accordance with the plans and specifications sanctioned by TMC and/or all concerned Authorities.

19) To insure any buildings constructed on the said Property against loss or damages by fire and other risks as may be necessary and desirable and to pay all premium for such insurance.

20) To demolish, pull down, construct, reconstruct, repair, improve upon and fully and completely develop exploit the said Property or any part or portion thereof in accordance with the prevailing rules and regulations from time to time in such manner as the Attorneys may deem fit and in accordance with the layout plan sanctioned or any amendments thereof that may be sanctioned by the Thane Municipal Corporation (hereinafter referred to as "TMC") or other authorities concerned.

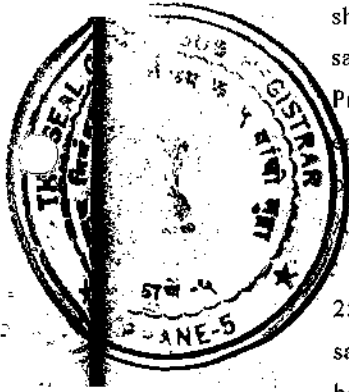


21) To make and prepare and/or cause to be made and prepared scheme/s, revised schemes for development of the said Property, submit plans, proposals for sub-division and/or amalgamation and/or realignment of the said Property with any other adjoining property if permissible in law and of the revised layout as aforesaid or layout-cum-sub division and all such revised building plan, specifications, amendments, maps and designs and/or any alterations, amendments or changes, revisions in the building plans and/or building and layout specifications from time to time as may be necessary required and / or advisable for the purpose of constructing buildings and structures on the said property or the modifications thereof and obtain approvals and sanctions and permissions from the concerned authorities in respect of such revised plans and take all necessary steps incidental thereto at the cost of the Attorneys. For the purposes of sub-division of the said Property and/or for amalgamation of the said Property with neighbouring plot/s, the Attorneys will have powers and authorities to take necessary actions/steps and to do the needful.

22) To surrender to the TMC, MMRDA and/or any other concerned Authority such area of the said Property as is falling under Road Set Back line or any other reservation/s and/or in respect of which FSI/TDR or cash compensation is claimed for the aforesaid purpose, to sign execute and deliver such applications, writings, documents, agreements, deeds and assurances on such terms and conditions as may be laid down by the TMC, MMRDA or any other concerned authorities and to execute & register the same before the Sub-Registrar of Assurances and to get separate Property Register Card in the name of TMC/MMRDA/concerned authority.

23) To prefer make and file appeals before the higher officers forum or courts against the order of any Competent Authority refusing to grant the necessary No Objection or permission or sanction or approvals or NOC for non-application of the provisions of Chapter III of the Urban Land (Ceiling & Regulation) Act, 1976 to the said property or any part thereof and/or any other permissions/NOC refused by concerned Authorities. For the said

purpose our Attorneys shall sign and submit such applications, appeal memos, forms, pleadings, affidavits or writings that shall be required to be submitted to the higher Authorities or forum or courts against the order of any Competent Authority.



24) To sign seal execute deliver & register in favour of TMC Authorities and/or any Electric Supply Company limited, including Maharashtra State Electricity Board (MSEB). The Bombay Electric & Suburban Transport (BEST Undertaking), Property Acquisition Officer or other concerned authorities conveyance/s and/or lease/s and other assurances in respect of any portions of the said Property for Development Plan Roads, or Layout Roads or for the purpose as earmarked on the D. P. Plan and/or for enabling the concerned Suburban Electric Supply Company Limited to put up and/or shift and erect an Electric Sub-Station for the supply of electricity to the said buildings and structures constructed or to be constructed on the said Property or other neighboring areas or in respect of the reserved portions as earmarked on the D. P. Plan of TMC, and for the purpose above to hand over physical and legal possession of any portions of the said Property to such authorities.

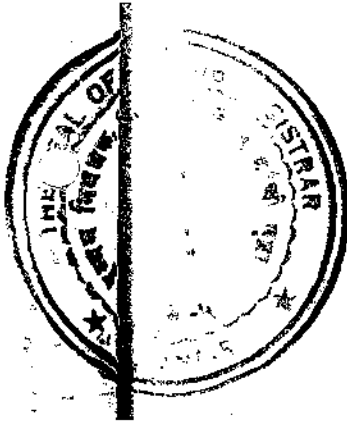
25) To sign, seal, execute, deliver lodge, register and file all conveyances, sale deeds or documents, assignments, leases, deed of exchange, and appear before the Sub-Registrar concerned & admit execution thereof and apply for obtain and procure tax clearance certificate and all other clearances No Objection certificates, etc. touching or in connection with transfer of the said Property with or without development thereof and/or structure constructed or to be constructed thereon and to attend the office of Sub-Registrar of Assurances to register such deeds and documents, if required.

26) To represent us, apply to the Central or the State Government and/or the authorities appointed under the Town Planning Authorities for grant of permission or extension of the time if any prescribed in any permission for utilizing any portion of the said Property to which any permission relates which may have remained unutilized and which may remain vacant or where of the work of construction of the building may have commenced and / or in progress but the buildings are not completed within the period if any prescribed or for condonation of delay or remedying any breach or delay or defaults of any conditions contained in any permission as also for all other purposes for which any consent and /or permission may be required to be obtained under any local development laws or in pursuance of any permission including in respect of receiving compensation and/or possession of new plots allotted to us in any such Town Planning Scheme.

27) To do all or any of the act, deed, matter or things of whatsoever nature and to apply for, obtain procure, and/or consume the benefits and privileges

howsoever arising and of whatsoever nature of all the permissions, consents, NOC's, approvals etc. and exploit the said Property commercially or otherwise fully in all respects and manner as our Attorneys may deem fit and proper but all obligations thereof will have to be fulfilled by the said Attorneys.

28) To negotiate with and other wise deal with occupants/tenants of the said Property and conclude such negotiations and deals and to accept surrender of their respective rights title or interest in the premises occupied by them or in their possession on such terms and conditions as the Attorneys may think including payments of money or giving of alternative accommodation in the said Property or in the new buildings to be constructed thereon or else where on such terms & conditions as they may in their absolute discretion think fit and to receive vacant possession of the premises occupied by them or in their control or possession and for the purpose to execute & register if so required such agreements documents & assurances in respect thereof.



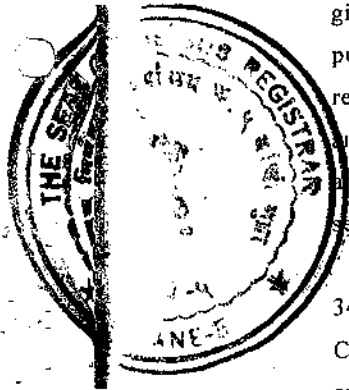
29) To institute, defend, compromise, settle, compound, sign Consent terms or refer to arbitration withdraw or become non-suited in any suits, appeals, applications or any other proceedings with respect to any matters relating to, in connection with or concerning the said Property or any part thereof and for that purpose to sign, execute, verify, declare, or affirm any plaints, written statement, memos or appeal, petition, affidavits, representations or any other papers and/or proceedings or writings to appear and represent us before any Court, Magistrate, Judicial or quasi Judicial Body, Municipal Corporation, Town Planning, Excise, Akbari, Revenue, Railway Police, Tax, Finance, Electricity Board or any other Authorities including authorities under the MPCB, MHADA, Slum Act, U.L.C. Act or Registrar of Co-operative Societies make submissions and to give and/or lead evidence for and/or on our behalf;

30) To receive and accept, service of writ, summons, notice or any other processes issued by any Court, Authority or Officers having Jurisdiction for matters concerning the said Property.

31) To engage Advocates, Pleaders, Lawyers, Solicitors and Legal Advisors and Consultants for any legal matters relating to the said Property or any part thereof and to fix their fees and to sign and execute in their favour the Vakalatnama or authorities and to discontinue services of such persons or any of them at the will and pleasure of our said Attorneys and/or appoint new ones in their place.

32) To declare and affirm all plaints, written statements, applications, petitions, affidavits and other necessary documents or Court Papers and to appear before any Court of Law, Magistrate or other Judicial Semi judicial.

officer empowered by law to hear any suit matter case or proceedings or any other inquiry and represent us before any officials or authorities of the Land Records, Collectors Office, State Govt., Chief Minister or other Ministers, Government of India and any other person/persons or authorities concerned and to correspond or deal with them and produce any deeds, documents, papers and particulars as may be required before such authorities.



33) To ask, demand, take action sue for recovery and receive of and from all persons and Bodies Corporate or Government of India or Government of Maharashtra or TMC Authorities or any other body or Authority any claim, benefits, premium, rents, compensation, mesne profit, monetary consideration action or rights or otherwise of or relating to or concerning the said Property and /or development thereof or acquisition of any portion/s of the said Property howsoever arising and whether past or present and appropriate the same for the absolute use and benefits of the Developers and give valid and effectual receipts and discharges for the same. And for that purpose to file suit, writ petition or other proceedings, whatsoever for recovering and compelling payment transfer or delivery thereof respectively and pursuant thereto, sign and execute all plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.

34) To appear represent us and make submissions before the Registrar of Co-operative Societies or Registrar of Companies or other registering authorities and his superiors and subordinates for any of the purposes connected with the formation, incorporation and registration of a Co-operative Society or Societies or Limited Company or Companies or Condominium of Apartments of the Purchasers and/or acquirers of tenements and other premises in the buildings to be constructed on the said Property and to sign seal execute deliver & register all and any papers writings, applications, forms, writings, deeds, undertakings, and declarations which may be required to be signed by us as well as in connection with any inquiry or maintenance of records, meetings, minute or any other purposes whatsoever connected with and/or relating to the Co-operative Society / Societies or Limited Company / Companies / Condominium of Apartments to be formed by the acquirers of such premises in the buildings on the said Property.

35) To obtain for and give from the said Property, Rights of Way, Access, user of internal layout road as well as, rights to lay drains, water mains, electric cables, telephone telegraph cables, cable lines and all other services, etc. underground and/or over head as the case may be from and to any party or persons on such terms and conditions as our Attorneys may deem fit and proper and for that purpose obtain give and sign, execute and deliver all deeds, agreements, writings as may be expedient.

36) To obtain at the attorneys costs Floor Space Index (F.S.I.) of or from other properties by way of Transferable Development Rights hereinafter referred to as "TDR" and utilize such F.S.I. and/or Load such TDR on the said Property. The Attorneys shall be entitled at their cost to purchase such F.S.I./TDR of other properties on such terms and conditions as our Attorneys shall deem fit and proper.

37) To perform and comply with all the conditions that may be required to be complied and fulfilled in respect of obtaining TDR/FSI benefits from the TMC or claiming cash compensation pertaining to the said Property or its portions thereof as if we ourselves would have done and to make any applications or representations to the authorities concerned for total or partly removal or shifting of the reservation from the said Property and for that purpose if necessary to give undertaking or even surrender our portion of the said property as may be necessary in lieu of or in exchange of any other property as our said Attorneys in their absolute discretion may think fit and proper.



38) To give/handover possession of the said Property conditionally or unconditionally as they may think fit or any part thereof in any manner to any party including Municipal Corporation and/or other authorities.

39) To mortgage the said Property or part or parts thereof by our Attorneys in the name of the Developer in favour of any other person or persons including Financial Institutions and Banks for the purposes of raising finance to fund the development of the said Property and for that purpose to sign execute and deliver all acts, deeds and things writings, documents and mortgages provided that no personal liability will be attached to ourselves in respect of such mortgages and charges and that our Attorneys shall discharge all liability there under.

40) To transfer, assign or sell all the rights of FSI/TDR/DRC in full or part/s or piece/s in respect of the set back or any other reservations of the said Property, obtained under DRC from concerned authorities to any person or persons of their choice and to receive consideration thereof and to appropriate the same for themselves as our attorneys may deem fit and proper and for the said purpose to sign and execute such agreements, deed of transfer or any such documents forms, letters, writings as may be required and lodge register or admit the same with concerned Sub-Registrar of Assurances or with any other authorities concerned in that behalf.

41) To file, sign, seal, execute, deliver, lodge, register and admit execution of all applications, forms, papers, undertakings, affidavits, petitions, declarations, indemnity bonds, agreements, deeds, documents, assurances.

on such terms and conditions as may from time to time be thought necessary by our Attorneys or required by the authorities concerned for proper management, security, development of the said Property and sale of any developed property/ other premises on the said Property.

42) To admit execution and cause to register all said Agreements and all other agreements writings and assurances before Registrar of Assurances Thane or the Registrar having jurisdiction to register them.

43) To attend before any Registrar, Sub-Registrar or Deputy Registrar of Assurances in Thane or other registering authorities and to lodge and present for registration and admit execution of any agreement, assurances, documents releases, indemnity or other instrument or writing including undertakings, affidavits and declarations, the registration of which is compulsory and generally to do all acts, deeds and things, necessary or expedient for registering all such deeds, instruments and writings or any of them under the provisions of Indian Registration Act, 1908 or Acts/Laws applicable as fully and effectually as we as the Owners could do in our own proper person.

44) To attend before the Superintendent of Stamps and other officers or personnel in Stamp Office District Collector of Valuation, Director of Registration, Registrar and Sub-Registrar and other authorities in all questions regarding valuation and prepare and file applications, objections appeals, reviews and revisions.

45) The said Attorneys are hereby authorised to exercise for and on behalf of the Owners / Family Members all the powers granted by the Owners/ Family Members under the Power of Attorney/s dated ^{20/1/87 and} 04/05/1988, ^{and 1/6/2000.} and the said Attorneys shall not exercise any other Powers for and on behalf of the Owners / Family Members which have not been granted by the Owners / Family Members but are included under this Power of Attorney and if such excess Powers are exercised then Mr. Narendra Gupta shall not be responsible for the same.

46) AND we hereby confirm, agree and declare that our said Attorneys shall be entitled to act jointly and each of them severally and on the death or resignation of any one or more of them the survivors or survivor or any one or more of them will be entitled to exercise all the Powers herein given, and this Power of Attorney will still then continue to remain in full force, effect and operation so far as the surviving Attorneys are or Attorney is concerned who will continue to act as the surviving/ continuing attorney's.

47) And we hereby further agree confirm and declare that the powers given to our said Attorney Dosti Land Developer Pvt. Limited (who is Partner in



M/s. Dosti Enterprises) can be operated and exercised by either Mr. Rajesh Premji Shah or Mr. Rajul Vrajlal Vora.

48) We hereby grant unto our said Attorneys full powers and absolute authority from time to time and to appoint one or more substitute/s or delegates to do execute and perform all or any such matters or things as aforesaid and to remove the said substitute/s or delegates at pleasure and to appoint another or others in their place and all and whatsoever our said Attorneys or their substitute or delegate or delegates shall do or cause to be done in or about the premises.

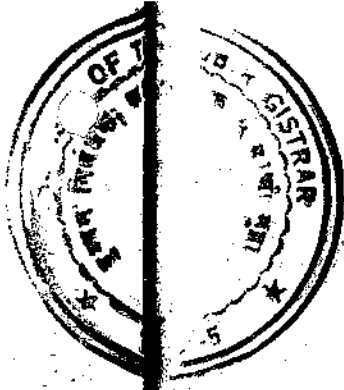
49) AND GENERALLY, to sign all letters, correspondence and other deeds and documents and to execute and perform other acts, deeds or things whatsoever which ought to be done, executed or performed or which in the opinion of our said Attorneys ought to be done, executed performed in the premises aforesaid as fully and effectually to all intents and desire that all matters and things in respect thereof shall be under the full management and directions of our said Attorneys and for the future, better and more effectually doing, effecting, executing and performing of the several matters and things aforesaid.

50) AND GENERALLY, to do and perform all such acts and things as referred to in this Power of Attorney and which our Attorneys shall deem necessary or expedient to be done for the purpose aforesaid in relation to the said Property.

51) AND WE do hereby for ourselves, our successors agree to ratify, confirm, accept and adopt all and whatsoever our Attorneys or their substitutes shall lawfully do or cause to be done by virtue of this Power of Attorney in respect of the said Property.

52) AND we hereby further confirm agree and declare that this Power of Attorney shall not be revoked by us at any time or for any reason or on any ground whatsoever and it shall remain irrevocable till the said Property is fully developed in all respect or till names of Developers and/or their nominees and/or their assigns is/are entered in all records including revenue, electricity, Municipal, Collector and other records.

53) AND IT IS HEREBY DECLARED that all claims, actions, damages, costs, charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done in or about the exercise of any of the powers herein contained by the Attorneys and all fines, penalties, levies, assessments which may be imposed or made or charged on us, or on the said Property and all fees, remunerations, salaries payable to Architects, Engineers, Lawyers, Consultants and employees engaged or appointed or employed by the Attorneys shall be borne, paid and provided by the



Attorneys alone and we shall not be responsible for the same and the Attorneys shall indemnify and keep us and our respective heirs, executors, administrators and assigns indemnified of from and against all actions, suits and proceedings and all costs charges and expenses incurred by and any loss or damage suffered by us by reason of the Attorneys doing or causing to be done any act, matter or thing by virtue of these presents.

54) AND WE DO hereby for ourselves, our successors, agree to allow, ratify and confirm, all the lawful acts, deeds & things done by our said Attorneys.

55) AND IT IS HEREBY DECLARED by the Owners and Confirmed by the Confirming Party that this Power of Attorney is confined only or relating to & concerning the said Property which is more particularly described in the Schedule hereunder written and does not enable or empower the said Attorneys to do anything whatsoever regarding our any other property.



56) AND WE DO HEREBY DECLARE that this Power of Attorney is being given for consideration received under the Development Agreement on which full stamp duty is paid.

IN WITNESS WHEREOF, We have executed this writing at Thane this 6th day of February 2007.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT pieces or parcels of land or ground lying being and situate at village Balkum in the Taluka District and Registration District and sub-district of Thane and bearing Old Survey No. 46 H. No. 8(P), New Survey No. 49 H. No. 8 (A), admeasuring 5414 Sq. Yards and as per 7/12 extract admeasuring to 4540 Sq. Meters or thereabouts.

SIGNED & DELIVERED by the within named	)
Owners	)
(1) Dharma Chandraya Mhatre, for self and as the Karta	)
and Manager of my Hindu Undivided Family	)
(2) Arvind Dharma Mhatre,	)
(3) Vithabai Dharma Mhatre,	)
(4) Baliram Dharma Mhatre	)
(5) Laxmi Baliram Mhatre	)
(6) Vijayanti Dharma Mhatre	)
(7) Ashok Dharma Mhatre,	)
(8) Keshav Chandraya Mhatre for self and as the	)
Karta and Manager of my Hindu Undivided Family	)
(9) Laxinibai Keshav Mhatre,	)
(10) Prakash Keshav Mhatre,	)

- (11) Hirachand Keshav Mhatre)
 (12) Meena Keshav Mhatre,)
 (13) Ramchandra Chandraya Mhatre, for self and as the)
 Karta and Manager of my Hindu Undivided Family)
 (14) Kamlabai Ramchandra Mhatre,)
 (15) Shivnath Ramchandra Mhatre,)
 (16) Vimal Shivnath Mhatre)
 (17) Ganesh Ramchandra Mhatre,)
 (18) Sadashiv Chandraya Mhatre, for self and as the Karta)
 and Manager of my Hindu Undivided Family)
 (19) Bhimabai Sadashiv Mhatre,)
 (20) Umesh Sadashiv Mhatre)
 (21) Mangesh Sadashiv Mhatre)
 (22) Mahesh Sadashiv Mhatre)
 (23) Tulsi Harischandra Bhoir)
 (24) Janabai Kaluram Mhatre)
 (25) Chandrakant Narayan Patil and)
 (26) Chandribai Vishnu Joshi)
 (27) ~~Hirabai Suresh Bhoir.~~)
 (28) SMT. MANJU NARENDRA GUPTA, sole)
 Proprietress of RNA Builder (N.G.) (formerly known as)
 East-N-West Builders))
 all (1) to (28) by the hands of their Constituted Attorney)
 MR. NARENDRA GUPTA)



[Signature]

We hereby agree, accept and confirm what is stated hereinabove.
 (Specimen Signatures of our Attorneys)

(1) *[Signature]*
 SHRI DEEPAK KISHAN GORADIA.

(2) *[Signature]*
 SHRI RAJUL VRAJLAL VORA

(3) (a) For M/s. Dosti Land Developers Pvt. Ltd.

[Signature]
 (Rajesh Premji Shah)

(b) For M/s. Dosti Land Developers Pvt. Ltd.

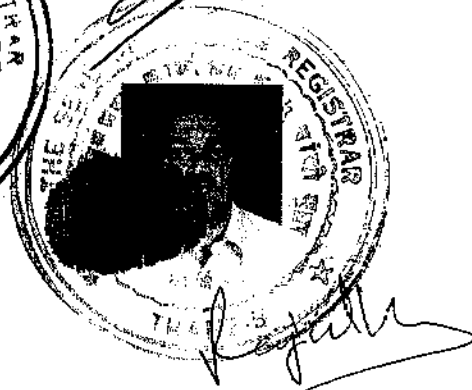
[Signature]
 (Rajul Vrajlal Vora)



(SHRI NARENDRA GUPTA)



(SHRI DNYANESHWAR KISHAN GURADIA)



(SHRI RAJUL VRAJILAL VORA)
(For self and On behalf of
Dosti Land Developers Pvt.Ltd.)



(RAJESH PREMJI SHAH)
(For and On behalf of
Dosti Land Developers Pvt.Ltd.)

9

10. 10. 15



②

③ Sanghi P. A

मि. बोस

कृषी-विपणन किशन गोमडीया
 २) श्री. राजुनाथ गुडागोमन वैश
 ३) श्री. मुने वैशली लंड डेक-प्रगमि.
 तर्फे श्री. राजुनाथ गुडागोमन वैश
 नोवें कु. मु. पं. कर्जा डी. संघवा
 ४) श्री. मुने वैशली लंड डेक-प्रगमि.
 तर्फे श्री. राजुनाथ गुडागोमन वैश
 अवैजण-सोशन.

सादर मुहूर्तानुप्राप्त खानपिद. 31/3/08 रोजी

१) दामोदर महाराज (H.P.F.) मंगलचंद्र महाराज
२) विठ्ठल महाराज ३) लक्ष्मी महाराज
४) लक्ष्मी महाराज ५) लक्ष्मी महाराज
६) लक्ष्मी महाराज ७) लक्ष्मी महाराज (H.P.F.)
८) लक्ष्मी महाराज ९) लक्ष्मी महाराज
१०) लक्ष्मी महाराज ११) लक्ष्मी महाराज
१२) लक्ष्मी महाराज १३) लक्ष्मी महाराज
१४) लक्ष्मी महाराज १५) लक्ष्मी महाराज
१६) लक्ष्मी महाराज १७) लक्ष्मी महाराज
१८) लक्ष्मी महाराज १९) लक्ष्मी महाराज
२०) लक्ष्मी महाराज २१) लक्ष्मी महाराज
२२) लक्ष्मी महाराज २३) लक्ष्मी महाराज
२४) लक्ष्मी महाराज २५) लक्ष्मी महाराज
२६) लक्ष्मी महाराज २७) लक्ष्मी महाराज
२८) लक्ष्मी महाराज २९) लक्ष्मी महाराज
३०) लक्ष्मी महाराज ३१) लक्ष्मी महाराज

२६. शुक्रवारपत्र आज दिनी

राणी श्री
रा.
यशवि माधव
मही काल दिले व त्यांच्या जोडखो बिघयी
श्री श्यामदे ठाकरे रा. सुभार जयप्रताप सत्तावधाकी ६०
व श्यामदे ठाकरे वी त्यांच्यापार्श्वी हे सत्तावधाकी ६०

अनुक्रमांक नं. ११८

अणिद की 24/

मुख्याख्यानामा कृष्ण उपाख्य

व्यक्तींची ओतखु देणान्ही

इत्यस्यैवा स्वाक्षरं

दस्यम निर्बंधक ठाने के

