

378/19052

पावती

Original/Duplicate

Friday, December 30, 2022

नोंदणी क्र.: 39म

9:30 AM

Regn.: 39M

पावती क्र.: 20630 दिनांक: 30/12/2022

गावाचे नाव: बांद्रा

दस्तावेजाचा अनुक्रमांक: वदर9-19052-2022

दस्तावेजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: युजीन एम परेर

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 400.00

पृष्ठांची संख्या: 20

एकूण:

रु. 500.00

आपणाम मूल दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

9:49 AM ह्या वेळेस मिळेल.



मह. दु. नि. अंधेरी-3

वाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

एम. एन. गायकवाड

सह पुष्पम निबंधक, अंधेरी क्र ३,
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रकम: रु. 400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 3012202200423 दिनांक: 30/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012976443202223P दिनांक: 30/12/2022

बँकेचे नाव व पत्ता:






19052

CHALLAN
MTR Form Number-6

GRN	MH012976443202223P	BARCODE			Date	30/12/2022-08:26:19		Form ID	48(f)	
Department				Inspector General Of Registration						
Type of Payment				Stamp Duty Registration Fee						
Office Name				BDR9_ANDHERI NO 3 SUB REGISTRAR		Full Name		EUGENE M PEREIRA AND OTHERS		
Location				MUMBAI		Flat/Block No.		FLAT NO 1,GROUND FLOOR,PLOT NO 179		
Year				2022-2023 One Time		Premises/Building		WATERFIELD ROAD,TPS III		
Account Head Details				Amount In Rs.		Road/Street		BANDRA WEST MUMBAI		
0030045501 Stamp Duty				500.00		Area/Locality		TOWN/CITY/DISTRICT		
0030063301 Registration Fee				100.00		PIN		4 0 0 0 5 0		
Total				600.00		Remarks (If Any)		SecondPartyName=RUSSELL CONRAD DREGO AND DUDLEY CLAYTON DREGO~		
Amount In				Six Hundred Rupees Only		Words				
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref. No.		10000502099123000202		9158934172435
Cheque/DD No.				Bank Date		RBI Date		30/12/2022-08:26:41		Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA				
Name of Branch				Branch No. , Date		Not Verified with Scroll				
Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चालन केवल दृश्यम निवृत्त कार्यालयात नोंदणीत जाण्याच्या हेतूने जारी केले आहे. नोंदणी न करता याचालनास वैधता नाही. Challan Defaced Details										
Mobile No. : 0000000000										
Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount					
1	(iS)-378-19052	0006421143202223	30/12/2022-09:29:56	IGR188	100.00					
2	(iS)-378-19052	0006421143202223	30/12/2022-09:29:56	IGR188	500.00					
Total Defacement Amount					600.00					

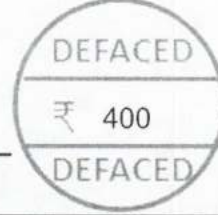


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3012202200423	Receipt Date	30/12/2022
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Received from DHC, Mobile number 0000000000, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 19052 dated 30/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	SBIN	Payment Date	30/12/2022
Bank CIN	10004152099123000394	REF No.	236417850956
Deface No	3012202200423D	Deface Date	30/12/2022

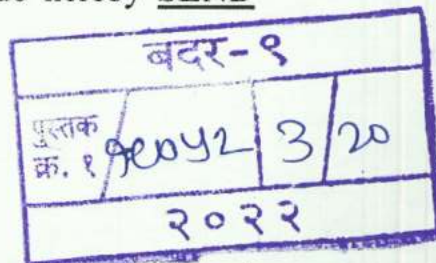
This is computer generated receipt, hence no signature is required.





LIMITED POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME, WE, (1) **EUGENE M. PEREIRA** adult of Mumbai Indian Inhabitant residing at Flat no.1, Ground floor, Plot no. 179, Waterfield Road, TPS III, Bandra (W), Mumbai - 400050, hereinafter referred to as **"THE FIRST OWNER"** (2) **CHRISTOPHER S. PEREIRA** adult of Mumbai Indian Inhabitant residing at Flat no. 2, First floor, Plot no. 179, Waterfield Road, TPS III, Bandra (W), Mumbai - 400050, hereinafter referred to as **"THE SECOND OWNER"** (3) **VIRENDRA J. PEREIRA** adult of Mumbai Indian Inhabitant residing at Flat no.3, First floor, Plot no. 179, Waterfield Road, TPS III, Bandra (W), Mumbai - 400050, hereinafter referred to as **"THE THIRD OWNER"**, do hereby **SEND GREETINGS:**



WHEREAS: -

A. We are absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing C.T.S. No. F/375 admeasuring 409.10 sq. mtrs.or thereabouts (hereinafter referred to as the **"said Plot"**) together with the building standing thereon comprising of ground plus 1 upper floors consisting of two residential flats on the 1st floor and one residential flat and two shops on the ground floor (hereinafter referred to as the **"said Building"**) situate, lying and being at Plot no. 179, Waterfield Road, Bandra (W), Mumbai 400 050. The said Land together with the said Building standing therein shall hereinafter be collectively referred to as the **"said Property"** and more particularly described in the **Schedule** hereunder written;

B. By a Development Agreement dated 30/12/2022 - BDR-9-19051-2022. (said Agreement) executed by and between ourselves (therein referred to as the Owners) and **EKEN CONSTRUCTIONS** a Partnership firm registered under the Indian Partnership Act, 1932, (therein and also hereinafter referred to as **"the said Developer"**), we have agreed to grant development rights in respect of the said Property and construct the new building on the said Plot, as per the

plans and specifications that may be sanctioned/ approved by MCGM and for the consideration and on the terms and conditions contained therein;

- C. Under the said Agreement, we have agreed to execute a Limited Power of Attorney in the favour (1) RUSSELL CONRAD DREGO and (2) DUDLEY CLAYTON DREGO, being the partners of the said Developer (hereinafter referred to as "Attorneys") being these presents conferring various powers as set-out herein to be exercised jointly and/or severally by the said Attorneys at their own cost and expenses;

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH that **WE, (1) EUGENE M. PEREIRA, (2) CHRISTOPHER S. PEREIRA and (3) VIRENDRA J. PEREIRA** do hereby nominate, constitute and appoint (1) RUSSELL CONRAD DREGO and (2) DUDLEY CLAYTON DREGO, being the partners of the said Developer (hereinafter referred to as the said "Attorneys") to be our true and lawful Attorneys for us, in our names and on our behalf to do jointly and/or severally all and / or any of the following acts, deeds, matters and things and exercise all powers and authorities hereinafter conferred, that is to say:

1. **TO MAKE** necessary applications and submit proposals to the concerned local authorities, Government of Maharashtra, Town Planning Authority, Municipal Corporation of Greater Mumbai (**MCGM**) and other authorities for sanction of building plans to be constructed on the said Plot and/or to apply for revision amendment or modification of building plans once sanctioned and comply with the terms and conditions which may be stipulated by them, apply for and obtain the relevant Intimation of Disapproval (**IOD**), Commencement Certificate (**CC**), Occupation Certificate (**OC**), Building Completion Certificate (**BCC**), etc. in respect of such construction work and/or get the same revalidated and for the said purpose represent us and appear for on our behalf before the Concerned Authorities, and make, execute and submit proposals, information, declarations, letters, affidavits, writings, indemnities, guarantees, bonds, undertakings, etc. as such authorities may require and comply with the requisitions of such authorities and obtain approvals and sanctions for construction jobs on the said Plot at the cost of the said Attorneys.



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2. **TO SUBMIT** proposals to the MCGM and all other concerned authorities for providing services and facilities in the said Plot, including water supply, electric supply, drainage, telephone and gas connections, etc. and in such context submit proposals, information, letters, affidavits, indemnities, guarantees, bonds and undertakings as such authorities may require and obtain necessary approvals and sanctions for construction on the said Plot at the cost of the said Attorneys.
3. **TO PREPARE** and submit plans and also apply for and obtain the entire FSI which may be available in respect of the said Plot.
4. **TO DEAL** and correspond with the electric Companies or Authorities and/or officers for obtaining electric connection or connections for and/or in respect of or relating to the buildings to be constructed on the said Plot and for that purpose to sign all letters, applications, undertakings, terms and conditions etc., as may from time to time be thought necessary or as may be required by the authorities.
5. **TO APPOINT** and/or remove Architects, Engineers and Supervisors, R.C.C. specialists, for the purposes mentioned in these presents, at their own cost.
6. **TO ATTEND** to and represent us in respect of the said Property before Municipal Offices and other local offices or appropriate Police Stations, Fire Brigade Station, Electric Company, aviation authorities, etc. for and on our behalf.
7. **TO CARRY** out all the terms and conditions of lay out, IOD, NOC, CC., and any other order and scheme passed by any authorities concerned including MCGM and MMRDA authorities and for that purpose to do all acts, deeds, things and matters and to sign, execute, deliver any undertaking, declaration, affidavit, bond, deeds, documents etc. as may be required by the Concerned Authorities and get the same registered with the concerned Sub-Registry as per the terms of the said Agreement.
8. **TO NEGOTIATE** with the tenant to participate in the redevelopment scheme and offer them Temporary Alternate Accommodation during the transitional period and Permanent Alternate Accommodation in the new building proposed to be constructed on the said Plot and for the aforesaid purpose obtain NOC/Consent Letters and enter into Agreement for



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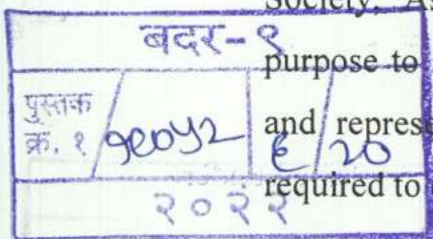
Permanent Alternate Accommodation with the tenant subject however, to the terms of the said Agreement.

9. **TO DEMOLISH** the said Building after taking possession from us and from the tenant subject to provision of the said Agreement.
10. **TO MAKE** all payments and deposits as may be required or necessary for carrying out any of the aforesaid acts and to apply for and obtain refund thereof and to give proper receipt and discharge for the same on our behalf.
11. **TO SELL** the premises forming part of the Developer entitlement subject to the terms of the Agreement and receive consideration for the same from the proposed purchaser and handover possession of the new flats to the proposed purchaser and also enter into/execute Agreement for Sale, Allotment letter etc with such proposed purchaser.
12. **TO REPRESENT** us before RERA authority for the purpose of registration of the project.
13. **TO REPRESENT BEFORE** all the concerned authorities to obtain FSI in respect of the said property including FSI in respect of staircase, balcony, lift etc. as per the D.C. Regulations in force and also other laws and to use the TDR and for that purpose to sign all agreements and other documents.

14. **TO PURCHASE** Transferable Development Rights (TDR) in our name from any DRC holder and to use the same on the said property and for the same to sign Utilization Form and submit the same to MCGM and for that purpose to enter into any nature of agreement or arrangement with any DRC holder.

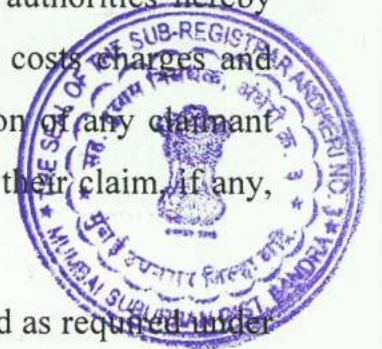
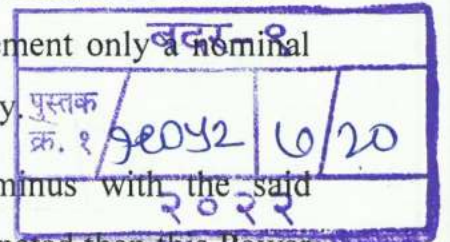
15. **TO TAKE** all necessary steps for the registration of the Co-operative Society, Association of Apartments or Limited Company and for that purpose to sign and execute all necessary applications, papers and writings and represent before the Registrar, Co-operative Societies as and when required to do so

16. **TO APPLY** to all the concerned Local and utility authorities for installation of required services and facilities in the newly constructed building and to ensure that the same is installed and functional in all respects and also to apply to the MCGM for assessment of property tax of the units in the new building and other required sanctions.



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17. **AND WE HEREBY** declare and state that this Power of Attorney shall be limited to only matters concerning the said Property more particularly described in the Schedule hereunder written and no further.
18. And we do hereby ratify and confirm what the said Attorneys will lawfully do so by virtue of these presents.
19. This Power of Attorney is executed only for the limited purpose of enabling the said Developers to obtain IOD and CC and other approvals in respect of the proposed new building proposed to be constructed on the said Plot and to demolish the said Building standing thereon as set out hereinabove subject however to the terms of the said Agreement.
20. We hereby declare and state that all costs charges and expenses of and incidental to any act, deed, matter thing done or caused to be done by our said Attorneys in or about the exercise of the powers and authorities conferred herein shall be borne and paid by and/or provided for by our said Attorneys, and we shall not be held liable for the same, or responsible for any act, deed matter or thing done committed or omitted to be done by our said Attorneys and/or for any claim or consequence arising therefrom, and our said Attorneys agree to keep us safe harmless and indemnified from and against any claim, loss, damages, demand, action, dispute, of any nature suffered or sustained by us and that may be made by anyone claiming to be aggrieved by anything done or committed or omitted to be done by our said Attorneys in the course of exercise of the powers and authorities hereby conferred on them **AND ALSO** of from and against all costs charges and expenses, if any, which we may suffer or incur by reason of any claimant taking or adopting any proceedings against us to enforce their claim, if any, as aforesaid.
21. **AND LASTLY** the said Agreement is adequately stamped as required under Article 25 of the Schedule I of the Maharashtra Stamp Act, 1958 and since this Power of Attorney is incidental to the said Agreement only a nominal stamp duty of Rs.500/- is paid on this Power of Attorney.
22. This Power of Attorney is co-existing and co-terminus with the said Agreement. In the event if the said Agreement is terminated then this Power of Attorney shall ipso facto stand terminated without any further notice.



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IN WITNESS WHEREOF We, (1) EUGENE M. PEREIRA, (2) CHRISTOPHER S. PEREIRA and (3) VIRENDRA J. PEREIRA have set and subscribed our respective hands as hereunder written on 30th day of DECEMBER, 2022.

THE SCHEDULE REFERRED HEREINABOVE:
[Description of the said Property]

ALL that piece or parcel of land situated in Town Planning Scheme No. III of Bandra in the Revenue village of Bandra, Andheri Taluka, Bombay Suburban District, Registration Sub-District Bandra, Registration District Bombay Suburban, bearing CTS no. F/375 and Final Plot No.179, situate on Waterfield Road, Bandra (West), Mumbai - 400050 of the said Scheme admeasuring about 409.70 sq. mtrs equivalent to 490 square yards. The said Plot is delineated in red coloured boundary lines on the plan hereto as Annexure A and bounded as follows:-



On or towards the West By : Final Plot No. 486

On or towards the East By : the Waterfield Road of the said Scheme

On or towards the North By: Final Plot No. 487

On or towards the South By: Final Plot No. 180

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SIGNED AND DELIVERED by the withinnamed)

(1) EUGENE M. PEREIRA

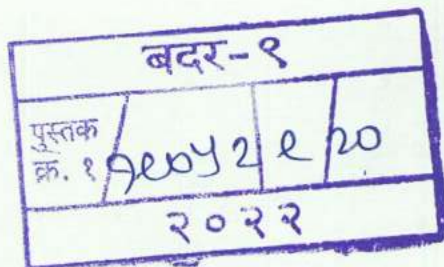
(2) CHRISTOPHER S. PEREIRA

(3) VIRENDRA J. PEREIRA

in the presence of

K. P. LAZARANI
(K. P. LAZARANI)
Kashish Choksi
Identified by me;

Before me,



Advocate



E. M. Pereira

EUGENE M. PEREIRA



Specimen signature
and Left Hand Thumb Impression



C. S. Pereira

CHRISTOPHER S. PEREIRA



Specimen signature
and Left Hand Thumb Impression



V. J. Pereira

VIRENDRA J. PEREIRA



Specimen signature
and Left Hand Thumb Impression



R. Drego

RUSSELL CONRAD DREGO



Specimen signature of Constituted Attorney
and Left Hand Thumb Impression



DUDLEY CLAYTON DREGO



Specimen signature of Constituted Attorney
and Left Hand Thumb Impression

