Revenue Authorities, Functional Boards, Water Resources Management Board, Housing Urban Renewal and Ecology Board and any and all other local bodies, offices, subordinate offices, Municipal Offices and other local offices/ authorities and/or any concerned authorities in relation to the re-development of the said Property.

5) To pay all proportionate necessary charges, deposits, security fees and rates, taxes, cesses, levies, assessments and levies, electricity charges, water charges, etc. in respect of the said Property to the concerned authorities and to ask for and apply for the refund thereof as the said Attorney may think fit and proper, and collect and receive the same either in the name of the Developer or in the name of the Society, as the case may be.

6) To carry out all requisitions that may be made by the concerned authorities in connection with the said Property and to correspond with and to sign and execute papers, applications, and documents including affidavits, plans, petitions, declarations, indemnity, undertakings etc. as may be required for the purpose of development of and/or construction on the said Property.

7) To make necessary changes, amendments or alteration to the plans, layout design, elevation, location of amenities etc. as the Attorney may deem fit, save and except to the Member's Flats to the extent as provided in the Development Agreement, which shall be changed, amended or altered with consent of the Society.

8) To correspond with and to appear and represent the said Society before any and all concerned authorities of the Government, Municipal Corporation of Greater Mumbai, MMRDA or other Public and Local Bodies and Authorities and departments and the relevant officers thereof.

9) To submit the plans with the concerned authority/ies as required under the law and further to comply with all the terms and conditions of the Building Plans, I.O.D., Commencement Certificate and other permissions and approvals granted by the concerned authority.

10) For development of the said Property:

(a) To demolish the said Building and other structures standing on the said Land or any part thereof;

(b) To carry out levelling, filling, constructing roads, drainages, etc. and buildings and structures thereon, and for effective development to do or cause to be done all further acts, deeds, matters and things;

(c) To amend or alter the Plans or get prepared the new plans for the proposed building or buildings and structures to be constructed on the said property and to submit the same to Municipal Corporation of Greater Mumbai/BMC, MMRDA or any other appropriate authorities for its sanction and/or amend the said plans and/or submit new plans to the said authorities as the said Attorney may deem, fit and proper and/or as required under the law and to get the said plans sanctioned from the said authorities and obtain approvals thereon;

(d) To make necessary application, sign and execute necessary letters and writings and undertaking as may be required from time to time to avail benefit of all permissible FSI/TDR;

(e) To approach before MCGM/BMC or any other Government Approvals, Sanction of Layout, Revised Layout, Shifting of R.G. Areas, handover of Road Set back and all other work related to layout development, if any.

(f) To carry out and fulfil all the requisitions that may be made by the concerned authorities in connection with layout, or the buildings plans;

(g) To make necessary applications for water, sewerage, light, electric, telephone, gas, internet connections and/or any other utilities with the concerned authorities and/or service providers and to obtain necessary orders, sanctions and permissions pursuant thereto and to do all acts, deeds, matters and things to carry out development of the said Property;

(h) To engage and employ Surveyors, Engineers, Architects, R.C.C. Specialists, Designers, Contractors, Sub-Contractors, Workmen, Labourers and other persons, and to pay their fees, remuneration, wages and salary and other emoluments;

(i) To make sign and execute necessary letters and writings and/or undertakings as may be required from time to time, in matters relating to the said Property in favour of the concerned local authorities and/or service providers so as to obtain sanctions and approvals for building plans for construction thereon;

(j) To carry on correspondence and to sign and execute papers, applications & documents including affidavits, plans, petitions,

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declarations, indemnity and usual undertakings etc., as may be required;

(k) To comply with all the terms of the Building Plans, I.O.D., Commencement Certificate and any other permission, approval, consent etc. and to apply for and obtain and receive in lieu thereof F.S.I./ fungible F.S.I. and/or T.D.R. and to load and consume such F.S.I/ fungible FSI and/or T.D.R. on the said Property, as the said Attorney may deem fit and proper;

(l) To carry on and complete in all respect the construction of building/s and other structures on the said Property, by utilizing entire F.S.I./ fungible F.S.I. of the said Property which is available now or that may be available hereinafter and also by loading, consuming and utilizing T.D.R. of the said Property or any other property, to the extent permissible under the D.C.P Regulations and as mentioned in the Development Agreement that maybe in force, from time to time;

(m) To purchase and acquire T.D.R. pertaining to the Property or of any other property from any person or persons, for loading and utilizing the same on the said Property and to load, consume and utilize the same on the said Property to the extent that may be consumed and loaded under the D.C. Regulations of the M.C.G.M.;

(n) To make applications and submit the amended or new building plans to the M.C.G.M., M.M.R.D.A. or any other authorities to get the building plans sanctioned, obtain I.O.D. and Commencement Certificate and get the same revalidated from time to time and to obtain the occupation permission, and to give such other applications, writings and undertakings as may be required for water connection, electricity supply and other incidental requirements.

(o) To enter into agreement for purchase of TDR (Transferable Development Rights) in the name of the Society from the holder of Development Right Certificate (DRC) and utilize the same in the said Property for construction of additional area and to execute necessary declarations, affidavits and other papers required to be submitted to MCGM and other authorities for the utilization of the said TDR.

(p) To execute from time to time Agreements under Maharashtra Ownership Flats Act/RERA Act for sale on "Ownership basis" in respect of flats what would comprise in Developers Premises/Entitlement and parking spaces in the building that may be constructed on the said Property and lodge the document or documents

for registration and admit the execution of any such document or documents before the Sub-Registrar or Registrar of Assurances and if need be execute such documents for and on behalf of the said Society as Confirming Party.

(q) To make applications and submit the amended or new building plans to the M.C.G.M., M.M.R.D.A, or any other authorities to get the building plans sanctioned, obtain I.O.D. and Commencement Certificate and get the same revalidated from time to time and to obtain the occupation permission, and to give such other applications, writings and undertakings as may be required for water connection, electricity supply and other incidental requirements.

11) To make necessary applications under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said Property, if any applicable, and for the purpose to submit such applications, writings, undertakings, affidavits and file petitions, appeals etc., as may be required and to prefer an appeal from the orders of the Competent Authority under the provisions of the said Urban Land (Ceiling and Regulation) Act, 1976.

12) To attend, to manage the said Property or any part or portion thereof regularly at all reasonable time and to prevent any encroachment, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions already existing and/or are being made hereafter and/or erected or constructed by any person or persons or body on the said Property or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions, and legal proceedings against the concerned person or persons or body.

13) To redevelop the said Property at the entire discretion as per the terms of the Re-Development Agreement and do all incidental acts, without any reference or recourse to the Society and/or its Member/s.

14) To negotiate and deal with the Members/occupants of the Society and settle the claims of the Members at their own cost and initiate such actions as may be available in law to obtain vacant and peaceful possession the tenements/ units or any premises or any part thereof occupied by the Members/occupants or trespassers in the said Property.

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15) To take, survey, obtain measurements, valuations and/or commence construction work thereon for the purpose of re-developing the said Property.

16) To supervise the redevelopment work / construction work in respect of the building/s on the said Property and to carry out and/or to get carried out through contractors, sub-contractors and/or in such manner as may be determined by the said Attorney/s the construction of the new building/structures on the said Property in accordance with the plans and specifications sanctioned by the concerned authorities.

17) To represent us and the Society before the Municipal Corporation of Greater Mumbai, M.M.R.D.A, Government of Maharashtra, Central Government, Collector, Mamlatdar, Talathi, Tahsildar, Adani Electricity/ TATA Power Ltd. and other Public and Semi-Government Authorities, Authority under the Urban Land (Ceiling and Regulation) Act, 1976, and other provisions of the law and to do all acts, deeds, matters and things including to make an application, give an undertakings, writings etc., as may be required for any of the purposes touching, relating to, incidental and/or concerning the said Property.

18) In respect of the redevelopment, to commence, file and prosecute any action, petitions, appeals, suits, writs or other proceedings in law against any person or persons (including any Member/occupier) in respect of any of the matters or things relating to these presents and/or our/Society's affairs in respect of the said Property and to appear and defend any actions, suit or other proceedings, commenced or to be commenced against the Society and/or the Attorney or whereunto the Attorney and/or the Society may be the party, and also if the said Attorney shall think fit to compromise, refer to arbitration/mediation, submit to judgment, discontinue or become non-suited in any such actions, suit or proceedings as aforesaid and also to accept service of summons, notice or other proceedings, sign Vakalatnamas, to declare and affirm all plaints, written statements, applications, petitions, affidavits, consent terms and other necessary documents and to appear before any Judge, Court, Judiciary and Non-Judiciary, Enquiry, Magistrate and other Officers empowered by law to hear any suit or proceedings or any other inquiry relating to any of the matters relating to the said property save

and except where the said matter pertains to any dispute between the Society and the Constituted Attorney.

19) To appoint, change, re-appoint Pleaders, Solicitors or Advocates to appear and act on our behalf before any judicial, quasi judicial and administrative authority including Municipal authorities and/or officers exercising judicial, quasi-judicial, administrative functions.

20) To approach the authorities concerned to get the said Property or any part thereof, if under reservation and/or acquisition, released, and/or shift the same in such manner as the said Attorney may deem fit and proper.

21) To obtain all services including water connection, drainage connection, electricity supply, electric transformer, telephone cable, gas, internet etc. required for the re-development/ development of the said Property for the said purposes or any of them to give such facilities on the said Property to the authorities concerned as may be necessary or required and to do all such acts, deeds, matter and things for the said purpose to lay and install all the connections.

22) To make all payments, deposits and charges as may be required or necessary and to apply for and obtain refund thereof and to give proper receipts and discharge in respect of the re-development of the said Property.

23) To obtain all permissible F.S.I., fungible F.S.I., TDR at the cost of the Developer/Attorney/s in respect of the said Property and to consume the same by utilizing the same for constructing building/s in accordance with the sanction plans and the permission which may be granted by the competent authorities under the provisions of the acts applicable and the Development Control Regulation.

24) To carry out all the requisitions that may be made by all the authorities concerned including by the Municipal authorities, Government of Maharashtra and all the officers of such authorities.

25) To enter into agreement for sale, assignment, transfer, let, lease or disposal otherwise of any flats of Developers' saleable area , garages, parking spaces etc. as provided under the development agreement for the consideration and on the terms and conditions as our Attorney may deem fit and proper either in piecemeal or in wholesale for one or more flats etc.

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26) To make all necessary applications at the cost of the Attorney/s for procuring permits and quotas for cement, steel and other building materials and for that purpose to sign and execute such applications, affidavits, undertakings as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotas etc.

27) To insure the building/s to be constructed and/or under construction on the said Property against damage, fire, tempest, riots, civil commotion, floods, earthquakes or otherwise as the said Attorney/s may think fit and proper.

28) To make payment of all costs, charges and expenses that may be required for the purpose of obtaining the permissions, sanctions for the re-development of the said Property.

29) To pay all taxes, rates, charges, expenses, assessments and all other outgoings whatsoever to be from time to time payable by us or chargeable in respect of the said Property on our behalf and to submit the statement of accounts and expenses to us for reimbursement of the said payments to the Attorney/s.

30) To appear before the concerned Sub-Registrar of Assurances and lodge for registration all Agreement for sale, documents, undertakings, declarations, deeds, indemnities etc. requiring registration and to pay fees and to lodge, appear and admit on execution thereof by us and/or the Society and to do and execute all other acts, matters, deeds and things to get effective registration of all such agreement or deeds requiring registration.

31) To make necessary representations including filing of complaints and appeals before the Municipal Tax Assessors of MCGM and other Concerned Authorities including in Courts of Competent Jurisdiction in regard to the fixation of capital/rateable value as prevalent at the appropriate time in respect of the proposed new building to be constructed on the said Property and/or any portion thereon by the Assessors of Municipal Taxes viz., Assessor and Collector, MCGM.

32) To appear and represent the said Society before the Controller of Land Revenue, Assessor of Municipal Rates and Taxes, Police Authorities and other Government or Municipal or Income Tax Authorities, for the renewal or grant of any licence or permit or for other purposes as may be necessary

under the Local Acts or Rules and Regulations or before any Public or Government Officer or authority whatsoever.

33) To carry out sub-division/amalgamation of the said Land from and out of a larger land of which the said Land forms part, in the revenue records, municipal/city survey records and/or town planning records and to do all acts, deeds, matters and things, including making applications, giving indemnities, NOCs, undertakings etc. for the same.

34) We hereby jointly and severally declare that this Power of Attorney shall be co-extensive and shall be irrevocable during the subsistence of the Development Agreement till the period as mentioned therein or issuance of Full Occupation Certificate by M.C.G.M. in respect of the New Residential Building and sale of all saleable flats in the new building and prospective purchasers are admitted as members of Society, whichever is later and upon such acts are completed this Power of Attorney shall ipso facto become ineffective.

35) The powers hereby conferred shall be exercised by the said Attorney entirely at the risks and costs of our said Attorney, who alone shall be liable to pay the costs, charges and expenses incurred in that behalf and we shall not be responsible or liable for the same in any manner whatsoever.

36) This Power does not empower, authorize, permit the said Attorney to create any financial liability in the name of or on behalf of the Society or its members of whatsoever nature or manner.

37) In case if any, dispute arise with regard to the interpretation of the powers under this Power of Attorney all the powers are governed by the entire clauses including the recitals of the said Development Agreement simultaneously executed by the Society and the Developers along this document. Since, the Power of Attorney is incidental to the said Development Agreement; if any provisions of Power of Attorney are in contradiction to the provision of the said Development Agreement then the provision of the said Development Agreement will always prevail.

38) AND GENERALLY, to do all other acts, deeds, matters and things whatsoever in or about the said Property and our/Society's affairs therein either particularly or generally described as amply and effectually to all intents and purposes as we could do in our own proper person, in our

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absence or in presence, pertaining to, incidental to or relating in any manner to the redevelopment of the said Property, whether specifically mentioned herein or not.

39) AND for more effectually removing any doubt which may arise as to the true meaning of these presents or as to the construction or application of the powers hereby granted, we hereby declare that the powers hereby granted shall not in any case be deemed to revoke any power or authorities heretofore given by us to the said Attorney or be deemed to be limited to such transactions and matters as are herein expressly mentioned or confirmed to the said Attorney, that is to say, if it be more or less, but the same are intended to extend and shall in all cases extend to any other matters or transactions not herein precisely mentioned or defined, which in the course of the business i.e. redevelopment of the Property may by the said Attorney be deemed to be requisite or expedient to be done or performed.

40) AND the Attorney shall be entitled to appoint substitute/s to exercise any or all of the powers granted herein, to the effect that such substitute/s shall be entitled exercise any or all of the powers granted herein as if the same were granted by us to such substitute/s directly, subject however to the conditions herein.

41) It is agreed that the Developers shall bear and pay the stamp duty and registration charges on these presents.

42) That this Power of Attorney is irrevocable and will remain valid and in operation during the redevelopment of the said Property i.e. till full occupation certificate, and the new building of the Society is handed over to the Managing Committee of the Society as provided for in the said Development Agreement and upon receipt of Occupation Certificate and handover of the Property along with possession of all the flats, this Power of Attorney automatically ipso facto stand revoked and/or cancelled.

43) AND we have executed this Power of Attorney in the capacity as the office bearers of the said Society in the name and on behalf of the said Society and the same shall not authorize the Attorney to act in our personal name to create any personal liability particularly financial.

44) **AND IN GENERAL** to do all the acts, matters and things whatsoever relating to and in respect of the said Property and effectually to all intents

and purposes that we would do if these presents had not been made and executed.

45) AND we agree and undertake to ratify whatever the said Attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set and subscribed our hands to this writing at Mumbai on this 9th day of June, 2023.

SCHEDULE
(Description of the said Property)

All that piece or parcel of land admeasuring about 779 sq. mtrs. bearing Sub-Plot No. 1, New F.P. No. 275 (Old F.P. No. 324) of T.P.S.-III, Borivali (West), Mumbai – 400 092, Village Borivali, Taluka Borivali, in the Registration District Mumbai and Sub-District Mumbai Suburban (**"Land"**), along with a building known as 'Shree Aradhana CHS Ltd' consisting of ground + 4 upper floors standing thereon ("**Building**") and bounded as follows:

On or towards the North	: By property belonging to a Third Party
On or towards the South	: Sub plot No.4 Old F.P. No.324 New F. P. 275
On or towards the East	: By Open plot (recreation ground)
On or towards the West	: Public Road 60' wide of the said layout

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THE SEAL OF THE SUB REGISTRAR BORIVALI No.2 MUMBAI SUBURBAN DIST. (BANDRA)

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