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(23) **Mr. Faisal Hanif Mohammed Balsaniya**, adult, Indian Inhabitant, having address at, F-03, F Wing, Ground Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(24) **Mr. Mnaz Zuber Charolia**, adult, Indian Inhabitant, having address at F-03A, F Wing, Ground Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

24(a) **Mrs. Nafisa Zuber Charolia**, adult, Indian Inhabitant, having address at F-03A, F Wing, Ground Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(25) **Mrs. Amina Yunus Palsania**, adult, Indian Inhabitant, having address at F – 04, F Wing, Ground Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(26) **Mrs. Hamida Akbar Moknojiya**, adult, Indian Inhabitant, having address at F -05, F Wing, First Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(27) **Mr. Arif Abdul Razzak Ranasariya**, adult, Indian Inhabitant, having address at F - 06, F Wing, First Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(28) **Mr. Mohammed Salim Jamal Patel**, adult, Indian Inhabitant, having address at F-07, F Wing, First Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(29) **Mr. Yakub Ayub Kapadia**, adult, Indian Inhabitant, having address at F-08, F Wing, First Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(30) **Mr. Mobin Noormohammed Mehsania**, adult, Indian Inhabitant, having address at F - 09, F Wing, Second Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(31) **Mr. Haroon Habib Kapadia**, adult, Indian Inhabitant, having address at F- 10, F Wing, Second Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

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(32) **Mr. Asjad Umar Molapiya**, adult, Indian Inhabitant, having address at F – 11, F Wing, Second Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(33) **Mr. Ishak Haji Suleman Sunasra**, adult, Indian Inhabitant, having address at F -12, F Wing, Second Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(34) **Mr. Fujal Mohammed Hanif Balsaniya**, adult, Indian Inhabitant, having address at F – 13, F Wing, Third Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(35) **Mr. Yusuf Rajmohammed Mukhi**, adult, Indian Inhabitant, having address at F – 14, F Wing, Third Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(36) **Mr. Juned Abdulrehman Daduji**, adult, Indian Inhabitant, having address at F – 15, F Wing, Third Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(37) **Mrs. Salma MohammedRafik Palsani**, adult, Indian Inhabitant, having address at F– 16, F Wing, Third Floor, **Balwa** Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(38) **Mr. Yasin Alimohammed Palsani**, adult, Indian Inhabitant, having address at F – 17, F Wing, Fourth Floor Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

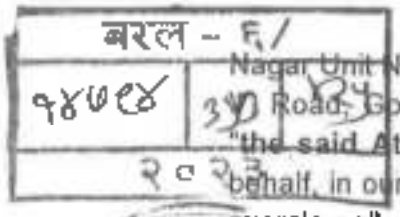
(39) **Mr. Yakub Ebrahim Balsania**, adult, Indian Inhabitant, having address at F – 18, F Wing, Fourth Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(40) **Mr. Mashkura Faizal Balsania**, adult, Indian Inhabitant, having address at F – 19, F Wing, Fourth Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104;

(41) **Mr. Usman Abdul Gani Palsani**, having her address at F - 20, F Wing, Fourth Floor, Balwa Nagar, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104,

that, we all do hereby nominate, constitute and appoint **Mr. Usman Abdul Gani Palsani**, having his address at F-20, F Wing, Fourth Floor, the Balwa

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Nagar Unit No. 2 Co-operative Housing Society Limited, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104 (hereinafter referred to as "the said Attorney") as our true and lawful Attorney for us and on our behalf, in our name, to do all or any of the acts, matters and things and to exercise all or any of the powers and authorities conferred and stipulated hereunder, that is to say:-



1. To sign and execute Development Agreement or any other ancillary document/s in favour of the Developers from time to time for the redevelopment of the said building/s.

2. To present and lodge the Development Agreement or any other document/s so executed from time to time for the redevelopment of the said building with the jurisdictional Joint Sub-Registrar of Assurances and to appear before him and to admit the said execution of the said Development Agreement or any other document/s in favour of the Developers in our name and on our behalf and to do all acts and things necessary for effectively registering the said Development Agreement or any other document/s.

3. To apply for and obtain adjudication as to the stamp duty applicable in respect of the aforesaid Development Agreement and or any other documents on our behalf from time to time for the redevelopment of the said building.

4. To do all other acts and things required to be done for and incidental to the execution or exercise of any or all of the powers above mentioned.

5. To appear on our behalf before any official or authority whether revenue, municipal, judicial, police authority or otherwise and to represent us in all matters and proceedings before them in respect of the said building.

6. To execute any other documents incidental to the Development Agreement / or any other documents from time to time for the redevelopment of the said building if required and as advised by our Attorney.



To make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, from the

developers/owners, concerned authorities and/or public /private utilities relating to the development of said land only;

8. To appear before the Sub-Registrar of Assurances and/or appropriate registering authority and to lodge for registration all or any of the documents executed on the behalf of the said Societies in pursuance to the marketing of the new premises hereof and to admit execution thereof.

9. To submit necessary applications for NOC, dissolution, amalgamation, formation of new society, etc.. before the Office of Registrar of Co-operative societies and/or concerned authorities and also to appear for and on behalf of us and to do the needful in that respect.

AND for more effectively removing doubts which may arise as to the true meaning of these presents or to the construction or application of the Powers hereby granted, it shall not be in any case deemed to be limited to such matters mentioned as the Powers are intended and shall in all cases extend to any other matters or transactions not hereby precisely mentioned or defined which the said Attorney may deem requisite or expedient to be done or performed for the purpose of better management of the affairs in relation to the said society building and to safeguard our rights, title and interest therein.

AND GENERALLY, to do execute or perform all other acts, deeds, matters and things which we ourselves would do if personally present and do the same for proper and better executing all or any of the acts, deeds, matters or things as aforesaid.

AND WE HEREBY RATIFY AND CONFIRM all and whatsoever the Attorney has done AND shall lawfully do or purport to do by virtue of these presents.

AND WE HEREBY FURTHER DECLARE that all the acts, deeds, matters and things done by the Attorney under or in pursuance of this Power of Attorney shall be binding on us and also on our legal heirs.

AND WE HEREBY FURTHER DECLARE that this Power of Attorney shall be irrevocable.

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SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:-

All those pieces or parcel of land with the building standing thereon being Sub-Plot C-1 of approved layout admeasuring 4850.00 sq. meters or thereabouts bearing New CTS No. 928A/1 Part (Old CTS 926 (part)) of Village Pahadi, Goregaon (W) on which the building known as Balwa Co-operative Housing Society Limited and the Balwa Nagar Unit No. 2 Co-operative Housing Society Limited were standing thereon.

IN WITNESS WHEREOF, the parties herein have set and subscribed my hand to these presents on this 25th day of May 2023.

SIGNED AND DELIVERED by the)
Withinnamed Members of)
THE BALWA NAGAR UNIT NO. 2)
CO-OPERATIVE HOUSING)
SOCIETY LIMITED)

1) **Mrs. Sufiya Yasin Palsani**)
For flat No. E-01



2) **Mr. Abu Hossain Kasamali Momin,**)
For Flat No. E-02



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2(a) Mr. Sameer Kasamali Momin)
For Flat No. E-02



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THE SEAL OF THE SUB-REGISTRAR BORIVALI No 6 MUMBAI SUBURBAN DIST.

2(b) Mr. Sayeed Kasamali Momin)
For Flat No. E-02



NOTARY GOVT. OF INDIA REG. No. 5917

2(c) Mrs. Reshma Irshan Hussain)
For Flat No. E-02



MOHAMMAD HANIF Y. NEDARIA NOTARY GOVT. OF INDIA REG. No. 5917

3) Mr. Abu Hossain Kasamali Momin)
For Flat No. E-03



MOHAMMAD HANIF Y. NEDARIA NOTARY GOVT. OF INDIA REG. No. 5917

NOTARY Greater Mumbai GOVT. OF INDIA

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3(a) Mr. Sameer Kasamali Momin)
For Flat No. E-03



NOTARY GOVT. OF INDIA

3(b) Mr. Sayeed Kasamali Momin)
For Flat No. E-03



NOTARY GOVT. OF INDIA

3(c) Mrs. Kesrina Irshan Hussain)
For Flat No. E-03



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4) Mr. Hujaifa Mehboob Balsaniya)
For Flat No. E-04



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4(a) Mr. Umar Mehbooh Balsaniya)
For Flat No. E-04





5) Mrs. Sahara Yakuba Saleh)
For Flat No. E-05



6) Mr. Arif Abdul Dharwada)
For Flat No. E-06



7) Mr. Javed Mohammed Hanif Kapadia)
For Flat No. E-07



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8) Mr. Bilal Akbar Moknojiya)
For Flat No. E-08



9) Mr. Yasin Ibrahim Balsaniya)
For Flat No. E-09



Yasin Ebrahim

10) Mr. Muddasir Abdul Hamid Siddhpura)
For Flat No. E-10



11) Mr. Juned Mohammed Hanif Kapadia)
For Flat No. E-11





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12) Mr. Sohel Noor Mohamed Mukhi)
For Flat No. E-12

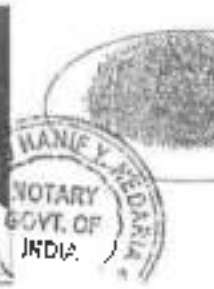






13) Mr. Jabir Mohammed Hanif Kapadia)
For Flat No. E-13







14) Mr. Umar Ayub Balsania)
For Flat No. E-14



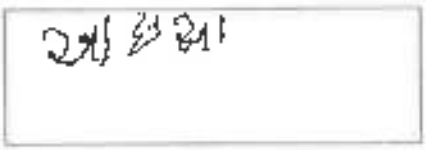




15) Mrs. Aisha Gulam Rasool)
For Flat No. E-15









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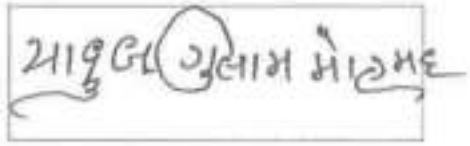
16) Mrs. Jaitun Mehboob Balsaniya)
For Flat No. E-16

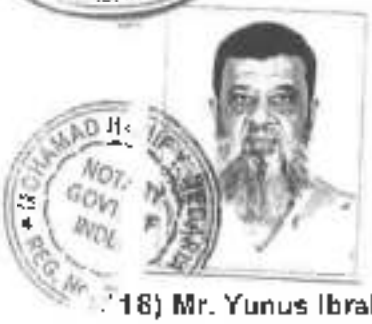






17) Mr. Yakub Gulam Mohammed Saleh)
For Flat No. E-17







18) Mr. Yunus Ibrahim Balsaniya)
For Flat No. E-18







19) Mr. Sadik Haroon Mehasanta)
For Flat No. E-19







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19(a) Mr. Fujal Haroon Mehsania)
For Flat No. E-19



19(b) Mrs. Rubina Asif Lal)
For Flat No. E-19

Rubina



20) Mr. Azizurrahman Abdullah Saleh)
For Flat No. E-20



21) Mr. Mohammed Farooque Jatu)
For Flat No. F-01



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Greater Mumbai
Maharashtra
Reg. No. 5917
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22) Mr. Abdullah Mohammed Hanif Balsaniya)
For Flat No. F-02



23) Mr. Faisal Hanif Mohammed Balsaniya)
For Flat No. F-03



24) Mr. Maaz Zuber Charolia)
For Flat No. F-03A



24(a) Mrs. Nafisa Zuber Charolia)
For Flat No. F-03A



25) Mrs. Amina Yunus Palsania)
For Flat No. F-04

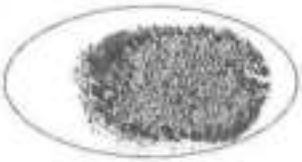






26) Mrs. Hamida Akbar Moknojiya)
For Flat No. F-05





27) Mr. Arif Abdul Razzak Ranasarlya)
For Flat No. F-06





28) Mr. Mohammed Salim Jamal Patel)
For Flat No. F-07





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29) Mr. Yakub Ayub Kapadia)
For Flat No. F-08



30) Mr. Mobin Noormohammed Mehsania)
For Flat No. F-09



31) Mr. Haroon Habib Kapadia)
For Flat No. F-10



32) Mr. Asjad Umar Molapiya)
For Flat No. F-11



MOHAMMAD RASHAD
UMAR MOLAPIYA



27

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33) Mr. Ishak Haji Suleman Sunasra)
For Flat No. F-12



34) Mr. Fujal Mohammed Hanif Balsaniya)
For Flat No. F-13



35) Mr. Yusuf Rajmohammed Mukhi)
For Flat No. F-14



36) Mr. Juned Abdulrehman Daduji)
For Flat No. F-15



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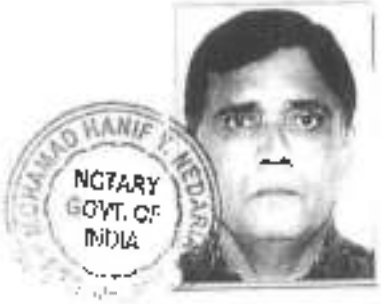
37) Mrs. Salma MohammedRafik Palsani)
For Flat No. F-16



38) Mr. Yasin Alimohammed Palsani)
For Flat No. F-17



39) Mr. Yakub Ebrahim Balsania)
For Flat No. F-18



40) Mr. Mashkura Faizal Balsania)
For Flat No. F-19



41) Mr. Usman Abdul Gani Palsani)
For Flat No. F-20



Signed & Accepted by the within named
Mr. Usman Abdul Gani Palsani)



BEFORE ME

MOHAMADHANIF Y. NEDARIA
Advocate & Notary Govt. of India
Reg. No. 5917
Flat No. 203 (B-107), Khandija Manzil Chs. Ltd.
Behram Baug, Jogeshwari (West), Mumbai-102
Expiry Date - 18/05/2023

25 MAY 2023

NOTED & REGISTERED
Sr.: G-1 III-A-G-1
Date : 25 MAY 2023
Regd. Book No.: III-A
Page No.: 3870

घोषणापत्र

मी उस्मान अब्दुल गनी पलसानी घोषित करते की, दुय्यम निबंधक बोरीवली - 6 यांचे कार्यालात विकसनकरारनामा या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मुदस्सीर अब्दुल हमीद सिद्धपुरा, खदीजा अब्दुल हमीद सिद्धपुरा चे अ.पा.क. म्हणून आई मैसरा अब्दुल हमीद सिद्धपुरा यांनी दि. 08/06/2023 रोजीमला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनीकुलमुखत्यारपत्ररद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्यकोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैधअसून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणीअधिनियम १९०८ चे कलम ८२ अन्वय शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

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कुलमुखत्यारपत्रधारकाचे नाव

व सही

दिनांक: 14/07/2023





POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, **(1) MR. MUDDASIR ABDUL HAMID SIDDHPURA,** aged 21 years and **(2) MISS KHADIJA ABDUL HAMID SIDHPURA,** minor-aged 16 years, through her Guardian **SMT. MAISARA ABDUL HAMID SIDHPURA,** aged 42 years, Indian Inhabitants, both presently residing at Flat No. 203, 2nd Floor K. D. Building(1), Western Park, Kashimira Road, Mira Road East, Mumbai 401107, the owners/occupants of the Flat No. E/10, 2nd Floor, Balwa Nagar

3184

फक्त प्रतिज्ञापत्रासाठी/Only for Affidavit

मुद्रांक खरेदी अहवाल अनुक्रमांक/दिनांक
Stamp Register Serial No/Date

Stamp Purchaser's Name/Place of Residence & Signature

1 JUN 2023

1 JUN 2023

रजिस्टर नोटरी विजेआरटीआर/सहदुय्यम निबंधक मुद्रांक विक्रेते

एल.बी.एस. मार्ग, [illegible]

Tel.: 28607359 / Mob.: 9820141066

बरल -- ८ / इतर अदेवी वेळेपासून ६ महिन्यात दाखल केलेला

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Unit No. 2 Co-operative Housing Society Ltd., Balwa Nagar Madina Manzil, S. V. Road, Goregaon (West), Mumbai 400104, **SEND GREETINGS;**

WHEREAS:-

1. By an Agreement dated 26th day of March 1982 made and entered into at Mumbai, entered by and between MESSRS. ASSOCIATED BUILDERS, (therein referred to as "THE BUILDERS") and MRS. AYASHA ABDUL KHALID (therein referred to as "THE PURCHASER"), the said MESSRS ASSOCIATED BUILDERS had sold the rights, title, ownership in respect of Flat No. 202, A Wing on the Second Floor in the building known as "BALWA NAGAR UNIT NO. 2 CO-OP. HSG. SOC. LTD., situated at Balwa Nagar, Madina Manzil, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400104 (hereinafter referred to and called as "**said flat**") being standing on plot of land being Sub-Plot C-1 of approved layout admeasuring 4850.00 sq. meters or thereabouts bearing New CTS No. 928/A/51(Old CTS 928/A (pt)) of Village Pahadi, Goregaon(W)("**said larger property**") mentioned in First Schedule hereunder, to MRS. AYASHA ABDUL KHALID as an Owner and as per the terms and conditions mentioned in the said Agreement dated 26th March, 1982 and Second Schedule hereunder written.

2. By a registered Sale Deed dated 31st day of October 2009 being duly registered under Sr. No. BDR2-09642-2009 dated 10.11.2009, made and entered into at Mumbai, entered by and between MRS. AYASHA ABDUL KHALID, (therein referred to as "THE VENDOR") and MRS. HAFSABEN MOHAMMED SITPURA (therein referred to as "THE PURCHASER"), the said MRS. AYASHA ABDUL KHALID had sold the rights, title ownership in respect of Flat No. 202, A Wing on the Second Floor in the building known as "BALWA NAGAR UNIT NO. 2 CO-OP. HSG. SOC. LTD., situated at Balwa Nagar, Madina Manzil, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400104 to MRS. HAFSABEN MOHAMMED SITPURA, as an Owner and as per the terms and conditions mentioned in the said Sale Deed dated 31st October, 2009.

3. Further, all the flat purchasers had formed an Society i.e., BALWA NAGAR UNIT NO. 2 CO-OP. HSG. SOC. LTD., being registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/(WP)/HSG(TC)/1010 of 1984-85 having 41 (forty-one) members (hereinafter referred as "**the said Society**") consisting of ground plus 4 upper floors and having Wings E and F in accordance

Muddasir . Hafsa Sitpura

with the plans approved by the Bombay Municipal Corporation under File bearing No. CE/2473/BS-II/A/P in accordance with the then prevailing laws. After the formation of the society, the said Society renumbered all the Flats in the said Society, as such the said Flat No. 202, A Wing purchased by MRS. HAFSABEN MOHAMMED SITPURA was also renumbered as Flat **No. E-10 (previously known as A/202)** by the said Society. The said society also issued Share Certificate bearing no. 10 for five shares of Rs. 50/- each bearing distinctive Nos. 46 to 50 (both inclusive) (hereinafter referred to as the said **SHARES**").

The said owner i.e., MRS HAFSABEN MOHAMMED SITPURA died intestate on 5th November, 2011 at Mumbai leaving behind her **(1) MR. MOHAMMED TAJMOHAMMED SITPURA** (Husband) **(2) MR. ABDUL SAMAD M. SITPURA** (Son) **(3) MRS. HABIBA MAAZ BAGA** (Married Daughter) **(4) MR. ABDUL HAMID MOHAMMED SIDHPURA** (Deceased Son) as her only legal heirs as per Sunni Muslim Law by which she was governed as on day of her death.

The said Late Mrs. Hafsaben Mohammed Sitpura during her lifetime had filed Nomination form for her said Flat No. E/10 thereby nominating MR. ABDUL HAMID MOHAMMED SIDHPURA as the Nominee of the said flat. After the death of Mrs. Hafsaben Mohammed Sitpura the said society on the basis of the Nomination to the Society by Mrs. Hafsaben Mohammed, the society had transferred the said Flat No. E/10 in the name of the MR. ABDUL HAMID MOHAMMED SIDHPURA. Subsequently, the society had also endorsed his name in the Share Certificate No. 10 being issued in respect of the said Flat No. E/10 on 20th November, 2013. Thus, MR. ABDUL HAMID MOHAMMED SIDHPURA became de-facto owner of the said flat.

6. One of the legal heirs of Late Mrs. Hafsaben Mohammed Sitpura i.e., her son MR. ABDUL HAMID MOHAMMED SIDHPURA, has died intestate on 01/09/2022 at Gujarat leaving behind him **(1) SMT. MAISARA ABDUL HAMID SIDHPURA** (Wife) **(2) MR. MUDDASIR ABDUL HAMID SIDDHPURA** (Son) (3) **MISS MISBAH ABDUL HAMID SIDHPURA** (Daughter) **(4) MISS KHADIJA ABDUL HAMID SIDHPURA** (Minor Daughter) as his only legal heirs and representatives as per Sunni Muslim law by which he was governed on the day of his death, to inherit his 25% shares in the said Flat.

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7. That by a registered Deed of Release dated 1st June, 2023 duly registered under Sr. No. BRL-6-11341-2023 before the Sub-Registrar of Assurances Mumbai executed by and between (1) **MR. MOHAMMED TAJMOHAMMED SITPURA**, (2) **MR. ABDUL SAMAD M. SITPURA**, (3) **MRS. HABIBA MAAZ BAGA**, (4) **SMT. MAISARA ABDUL HAMID SIDHPURA**, (5) **MISS MISBAH ABDUL HAMID SIDHPURA**, the Releasors therein and **MR. MUDDASIR ABDUL HAMID SIDDHPURA**, the Releasee therein, whereby the Releasors have released their 87.50% share, right, title and interest in favour of the Releasee therein alongwith his own individual inherited 6.25% share in the said flat and the Deponent No. 2 herein i.e., **MISS KHADIJA ABDUL HAMID SIDHPURA** became owner of 6.25% share, right, title and interest in the said flat.

8. Due to demise of Late Mrs. Hafsaben Mohammed Sitpura and Mr. Abdul Hamid Mohammed Sidhpura and pursuant to Deed of Release, the Deponents herein have become the owners of and well sufficiently entitled to the said Flat No. E/10 2nd Floor, Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd., Balwa Nagar, Madina Manzil, S. V. Road, Goregaon (West), Mumbai 400104.

9. The Deponents agree, declare and confirm that they are aware that during the life time of Mr. Abdul Hamid Mohammed Sidhpura, he had given his Members Individual Declaration Cum Irrevocable Consent dated 14th December, 2021 in favour of the Landowners/Developers i.e. (1) Mr. Hussein Abdul Karim Balwa, (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa, for redevelopment of the said society building together with the building of the adjacent society i.e., Balwa Co-operative Housing Society Limited, on the terms and conditions as more particularly mentioned in the said Individual Consents given by each of the members of the said society.

10. The Deponents agree, declare and confirm that they are aware that during the life time of Mr. Abdul Hamid Mohammed Sidhpura, pursuant to the individual irrevocable consents, a Memorandum of Agreement dated 26th May, 2022 was duly executed by and between (1) Balwa Co-Operative Housing Society Limited and (2) The Balwa Nagar Unit No. 2 Co-Operative Housing Society Limited and Mr. Hussein Abdul Karim Balwa and others for the redevelopment of the said society building/s on the mutually agreed terms and conditions more particularly specified therein.

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11. During the process of re-development of the said societies by the Landowners/Developers, it was realised that for timely completion of the re-development project of the said Societies, substantial amount of investment would be required on a regular basis. Under these circumstances, in order to mitigate these difficulties and to raise the required finance for completing the re-development of the said Societies on a timely basis, the Landowners/Developers decided to incorporate a "Limited Liability Partnership" in the name and style of Avalon Residency **LLP** (hereinafter referred as '**the LLP**') along with Mr. Arif Fazlani and Mr. Aatif Mojawala to jointly redevelop the said societies by combining the expertise and resources of the Landowners/Developers and Mr. Arif Fazlani and Mr. Aatif Mojawala.

12. On 2nd May, 2023, the LLP was incorporated under Identification No. ACA-9262 which shall now carry out the redevelopment work as a Developer and implement the re-development of the said societies on the said land including the rehabilitation of the members of the said Societies in the Building to be constructed on the said Property as aforesaid on the Sub-Plot C - 1 more particularly mentioned in Schedule hereunder written in an effective manner.

13. The Deponents agree, declare and confirm that they are aware that Brihanmumbai Municipal Corporation (BMC) has issued to the Landowners/ Developers the Intimation of Disapproval (IOD) Bearing No. P-12566/2022/ (926 And Other)/P/S/ Ward/PAHADI GOREGAON-W/IOD/1/New dated 19th April, 2023 and Commencement Certificate Bearing No. P-12566/2022/ (926 And Other)/P/S/ Ward/PAHADI GOREGAON-W/CC/1/New dated 22nd May, 2023. The Deponents are also aware and are informed that the above-mentioned Intimation of Disapproval, Approved Plans and Commencement Certificate issued by the Brihanmumbai Municipal Corporation (BMC) to Landowners/Developers shall be amended from time to time.

14. The Deponents agree, declare and confirm that they are aware that during the life time of Mr. Abdul Hamid Mohammed Sidhpura, for the effective redevelopment of the said societies a Development Agreement needs to be executed by the said societies i.e., (1) Balwa Co-Operative Housing Society Limited and (2) The Balwa Nagar Unit No. 2 Co-Operative Housing Society Limited alongwith its members, the Landowners i.e., (1) Mr. Hussein Abdul Karim Balwa, (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa and Avalon Resicency LLP as the Developers. The Draft copy of the

Development Agreement has been circulated and approved by the members of the said both the societies.

15. The Deponents herein agree, declare and confirm that the aforesaid Members Individual Declaration Cum Irrevocable Consent dated 14th December, 2021 and Memorandum of Agreement dated 28th May, 2022 which were executed by Late Mr. Abdul Hamid Mohammed Sidhpura during his lifetime shall be binding upon them verbatim as if they were executed by the deponents themselves and they shall not raise any disputes of any nature whatsoever in this respect. We are also aware that we shall also be required to sign the Development Agreement.

16. The Deponents are aware that as such all the members will have to execute the Development Agreement and also appear before the jurisdictional Sub-Registrar of Assurances for registering the Development Agreement, which may not be practically feasible as it will be difficult to ensure the availability of all the members at one point of time, realizing that this is practically difficult and in order to mitigate this issue, the deponents hereinabove thought it fit to grant an Irrevocable Power of Attorney to **Mr. Usman Abdul Gani Palsani** who is also one of the members of the said Society, as our true and lawful attorney for us and on our behalf to execute the Development Agreement on our behalf and in our name, to do all or any of the acts, deeds, matters and things and to exercise all or any of the powers and authorities stipulated and appearing hereinafter ;

NOW KNOW YE ALL AND THESE PRESENTS WITNESS: - We, **(1)** Mr. Muddasir Abdul Hamid Sidhpura, aged 21 years and **MISS KHADIJA ABDUL HAMID SIDHPURA,** minor aged 16 years, through her Guardian **SMT. MAISARA ABDUL HAMID SIDHPURA,** aged 42 years, both presently residing at Flat No. 203, 2nd Floor, K. D. Building(1), Western Park, Kashimira Road, Mira Road East, Mumbai 401107. **both owners/occupants of Flat No.** E/10, Balwa Nagar Unit No. 2 Co-operative Housing Society **Ltd.**, Balwa Nagar, Madina Manzil, S. V. Road, Goregaon (West), Mumbai 400104, we, do hereby nominate, constitute and appoint **Mr. Usman Abdul Gani Palsani**, having his address at F-20, F Wing, Fourth Floor, the Balwa Nagar Unit No. 2 Co-operative Housing Society Limited, Pahadi Village, S. V. Road, Goregaon (West), Mumbai 400 104 (hereinafter referred to as "**the said Attorney**") as our true and lawful Attorney for us and on our behalf, in our name, to do all or any of the acts.

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matters and things and to exercise all or any of the powers and authorities conferred and stipulated hereunder, that is to say:-

1. To sign and execute Development Agreement or any other ancillary document/s in favour of the Developers from time to time for the redevelopment of the said building/s.

2. To present and lodge the Development Agreement or any other document/s so executed from time to time for the redevelopment of the said building with the jurisdictional Joint Sub-Registrar of Assurances and to appear before him and to admit the said execution of the said Development Agreement or any other document/s in favour of the Developers in our name and on our behalf and to do all acts and things necessary for effectively registering the said Development Agreement or any other document/s.

3. To apply for and obtain adjudication as to the stamp duty applicable in respect of the aforesaid Development Agreement and or any other documents on our behalf from time to time for the redevelopment of the said building.

4. To do all other acts and things required to be done for and incidental to the execution or exercise of any or all of the powers above mentioned.

5. To appear on our behalf before any official or authority whether revenue, municipal, judicial, police authority or otherwise and to represent us in all matters and proceedings before them in respect of the said building.

6. To execute any other documents incidental to the Development Agreement / or any other documents from time to time for the redevelopment of the said building if required and as advised by our Attorney.

7. To make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, from the developers/owners, concerned authorities and/or public /private utilities relating to the development of said land only;

8. To appear before the Sub-Registrar of Assurances and/or appropriate registering authority and to lodge for registration, all or

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any of the documents executed on the behalf of the said Societies in pursuance to the marketing of the new premises hereof and to admit execution thereof.

9. To submit necessary applications for NOC, dissolution, amalgamation, formation of new society, etc., before the Officers of Registrar of Co-operative societies and/or concerned authorities and also to appear for and on behalf of us and to do the needful in that respect.

AND for more effectively removing doubts which may arise as to the true meaning of these presents or to the construction or application of the Powers hereby granted, it shall not be in any case deemed to be limited to such matters mentioned as the Powers are intended and shall in all cases extend to any other matters or transactions not hereby precisely mentioned or defined which the said Attorney may deem requisite or expedient to be done or performed for the purpose of better management of the affairs in relation to the said society building and to safeguard our rights, title and interest therein.

AND GENERALLY, to do, execute or perform all other acts, deeds, matters and things which we ourselves would do if personally present and do the same for proper and better executing all or any of the acts, deeds, matters or things as aforesaid.

AND WE HEREBY RATIFY AND CONFIRM all and whatsoever the Attorney has done AND shall lawfully do or purport to do by virtue of these presents.

AND WE HEREBY FURTHER DECLARE that all the acts, deeds, matters and things done by the Attorney under or in pursuance of this Power of Attorney shall be binding on us and also on our legal heirs.

AND WE HEREBY FURTHER DECLARE that this Power of Attorney shall be irrevocable.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:-

All those pieces or parcel of land with the building standing thereon being Sub-Plot C-1 of approved layout admeasuring 4850.00 sq. meters or thereabouts bearing New CTS No. 928/A/01 Part (Old CTS 928/A (part)) of

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Village Panadi, Goregaon (W) on which the building known as Balwa Co-operative Housing Society Limited and the Balwa Nagar Unit No. 2 Co-operative Housing Society Limited were standing thereon.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:-

All those pieces or parcel of Flat No. E/10, Third Floor, Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd., Balwa Nagar, Madina Manzil, S. V. Road, Goregaon (West), Mumbai 400104 which is being lying and situated in the Registration and Sub-Registration District of Mumbai City and Mumbai suburban.

IN WITNESS WHEREOF, the parties herein have set and subscribed my hand to these presents on this 8th **day of June, 2023**.

SIGNED AND DELIVERED by the)
Withinnamed Members of)
The Balwa Nagar Unit No. 2)
Co-Operative Housing Society Limited)
1) Mr. Muddasir Abdul Hamid Siddhpura)



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2) Miss Khadija Abdul Hamid Sidhpura)
through her Guardian
Smt. Maisara Abdul Hamid Sidhpura)



Signed & Accepted by the withinnamed
Mr. Usman Abdul Gani Palsani)





In the presence of :

1. _____)

2. _____) Mohd. Hanif

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PREETI B. TAILOR
ADVOCATE & NOTARY (GOVT. OF INDIA)
B-6 MILAN CHS, RAJKUMAR NAGAR
MALAD (WEST), MUMBAI - 400 064.

- 8 JUN 2023

NOTED & REGISTERED
Sr. No. 1017 Reg No. 3
Date 8 JUN 2023

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THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES MUMBAI SUBURBAN DISTRICT (MSD) JURISDICTION NO. 6



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भारत सरकार
Government of India



Maisara Abdulhamid Sidhpura
Date of Birth/DOB: 11/02/1981
Female/ FEMALE

Mobile: 9820727537

5048 4797 1402
VID : 9141 9734 8092 8399

मेरा आधार, मेरी पहचान

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भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
Flat No. E / 10, 2nd Floor, Balwa Nagar No.2,
S.V.Road, Opp. Sunder Nagar, Madina Manzil,
Goregaon West, Mumbai,
Maharashtra - 400104

5048 4797 1402
VID : 9141 9734 8092 8399

1947 | help@uidai.gov.in | www.uidai.gov.in | P.O. Box No. 1947, Bengaluru-560 001

મૈસરા અબ્દ

OF INDIA

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THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES
उपनगर जिल्हा (मुंबई)
MUMBAI SUBURBAN DIST. (MUMBAI)
NO. 6

आधार

भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदणीचा क्रमांक / Enrolment No. 2035/29718/00057

To,
अब्दुल अझीझ गझी पनसरे
Usman Abdul Gani Panse
C-21 sabse nagar-2
s.v. road
opp.m.n.b.office malbar mandi compound Goregaon west
Mumbai
Mumbai Bhagat Singh Nagar Mumbai
Maharashtra 400104
9833943218

[illegible]

RE744572253FT

आपला आधार क्रमांक / Your Aadhaar No. :

4479 4364 3583

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

उस्मान अब्दुल गनी पनसरे
Usman Abdul Gani Panse
जन्म तारीख/DOB : 20/07/1965
पुरुष / Male

4479 4364 3583

आधार - सामान्य माणसाचा अधिकार

NOTARY
GOVT. OF INDIA
PREETI TIWARI
Exp. Nov-2023



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घोषणापत्र

मी **उस्मान अब्दुल गनी पलसानी** घोषित करते की, दुय्यम निबंधक **बोरिवली - 6** यांचे कार्यालात **विकसनकरारनामा** या शिर्षकांचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. **सालिद** मेहबूब बालसानिया, माजिद मेहबूब बालसानिया, राफिया अबूबकर बालसानिया, आनिशा अबूबकर बालसानिया चे अ.पा.क. म्हणून आई राफिया अबूबकर बालसानिया, आयशा अबूबकर बालसानिया चे अ.पा.क. म्हणून आई राफिया अबूबकर बालसानिया यांनी दि. 08/06/2023 रोजीमला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे. निष्पादीत दस्त कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनीकुलमुखत्यारपत्ररद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्यकोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैधअसून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणीअधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

कुलमुखत्यारपत्रधार्काचे नाव

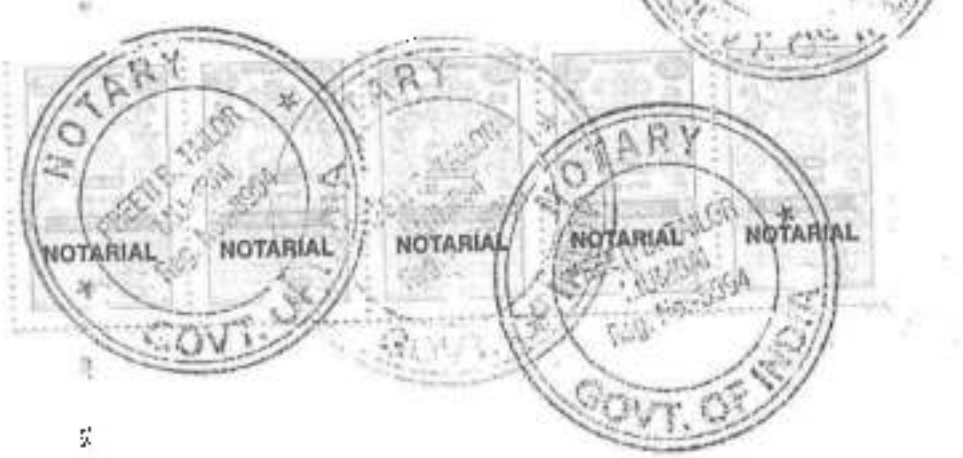
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दिनांक: 14/07/2023





महाराष्ट्र MAHARASHTRA ● 2023 ● BY 560781



30 MAY 2023

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, **(1) SHRI SAJID MEHBOOB BALSANIA,** aged 50 years, presently residing at United Tower, Flat no. B/1405, 14th Floor, Sultanabad Compound, Behrambaugh Road, Jogeshwari West, Mumbai 400102, **(2) SHRI MAJID MEHBOOB BALSANIYA,** aged 34 years, **(3) SMT. RAFIYA ABUBAKKAR BALSANIYA,** aged 37 years, **(4) MISS AALISHA ABUBAKAR BALSANIYA**, minor-aged 17 years, through her Guardian **SMT. RAFIYA ABUBAKKAR BALSANIYA** and **(5) MISS AISHA ABUBAKAR BALSANIYA**, minor-aged 11 years through her Guardian **SMT. RAFIYA**

Sajid Majid Rafiya

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फक्त प्रतिज्ञापत्राकरीता/Only for Affidavit

मुद्रांक विक्रेता यांचे नाव व परवाना क्रमांक
Sales Register Serial No./Date

मुद्रांक विक्रेत्याचे नांव व परवाना क्रमांक व सही
Stamp Purchaser's Name, Place of Purchase & Signature

Sajid Balsawala

1 JUN 2023

1 JUN 2023

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ABUBAKKAR BALSANIYA, Deponent No. 2 to 5 presently residing at Flat No. 1102, 11th Floor, A Wing, A. K. Tower, S. V. Road, Madina Manzil Compound, Goregaon west, Mumbai – 400104, all Indian Inhabitants, the owners/occupants of the Flat No. E/16, Third Floor, Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd., Balwa Nagar, Madina Manzil, S. V. Road, Goregaon (West). Mumbai 400104, **SEND GREETINGS**:

WHEREAS:-

1. By an Agreement dated 28th day of December, 1981 executed by and between Messrs. Associated Builders, (therein referred to as "the Builders") and Mr. Mehboob Dawood Balsania, (therein referred to as "the Purchaser") the said Messrs Associated Builders had sold its right, title, interest in respect of the said Flat No. 304 located in Wing A, Third Floor, "Balwa Nagar Unit No. 2" Co-Op. Housing Society Limited, situated at Balwa Nagar, S. V. Road, Goregaon (West), Mumbai 400104 ("**said flat**") being standing on plot of land being Sub-Plot C-1 of approved layout admeasuring 4850.00 sq. meters or thereabouts bearing New CTS No. 928/A/01 (Old CTS 928/A (part)) of Village Pahadi, Goregaon (W)("**said larger property**") mentioned in First Schedule hereunder, to Mr. Mehboob Dawood Balsania as the Owner thereof in respect of Flat No. 304 in Wing A, Third Floor on the terms and conditions more particularly mentioned in the said Agreement and Second Schedule hereunder written.

2. Pursuant to the said Agreement dated 28th day of December, 1981 said Mr. Mehboob Dawood Balsania became the absolute owner and well sufficiently entitled and possessed of said Flat No. 304 located in Wing A, Third Floor, "Balwa Nagar Unit No. 2" Co-Op. Housing Society Limited, situated at Balwa Nagar, S. V. Road, Goregaon (West), Mumbai 400104.

3. Further, all the flat purchasers had formed a Society i.e., Balwa Nagar Unit No. 2 Co-Op. Hsg. Soc. Ltd., being registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/(WP)/HSG(TC)/3010 of 1984-85 having 41 (forty-one) members (hereinafter referred as "**the said Society**") consisting of ground plus 4 upper floors and having Wings E and F in accordance with the plans approved by the Bombay Municipal Corporation under File bearing No. CE/2473/BS-II/A/P in accordance with the then prevailing laws.

4. After the formation of the society, the said Society renumbered all the Flats in the said Society, as such the said Flat No. 304, A Wing purchased by Mr. Mehboob Dawood Balsania was also renumbered as **Flat No. E-16 (previously known as A/304)** by the said Society. The said society also

Sajida MASUD Rafiya