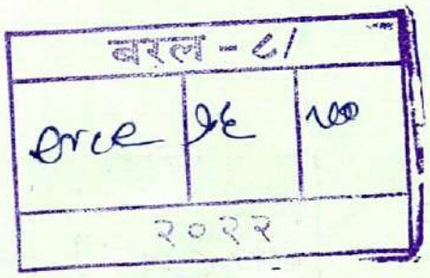
and to consume the same by utilizing the same for constructing building/s in accordance with the sanction plans and the permission which may be granted by the competent authorities under the provisions of the acts applicable and the Development Control Regulation.

10. Except the flats and parking spaces to be allotted to the owners (owners area) and the existing 13 tenants as per the development agreement, to sell and dispose of all or any of the flats, shops or shop podium parking space covered or uncovered that may be constructed on the said property at the price or for the amount that the said Attorney may think fit and proper. To collect and receive of and from the acquires, occupants or purchasers of such flats, shop or podium parking space that may be payable by such aforesaid person or persons and also to receive and collect or demand the consideration and for that act or purpose to make sign and execute agreements, deeds, documents, bonds, undertakings and / or give proper and lawful discharge for the same.

11. To enter upon the said property either alone or along with others for the purpose of commencing, continuing and completing the construction activities on the said property.

12. To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions, etc. as well as pay all fees,



deposits, premiums and other amounts under whatsoever head to any of such authorities and to receive back the same and pass valid receipts and to take and give oral and written statements before any government, semi government authorities, public or private bodies, as may, from time to time be required for full and complete development of the said property.



13. (a) To deal with and represent us before: -

(i) Mahanagar Telephone Nigam Limited (MTNL) and/or the private telephone/telecommunications authorities /departments and/or other providers and suppliers of telephone and telecommunications services for obtaining telephone and telecommunications lines, connections and services in respect of the new building and structure to be constructed on the said property;

(ii) Mahanagar Gas Limited and/or other concerned authorities, for obtaining gas pipelines, connections and services in respect of the new building and structure to be constructed on the said property;

(iii) The M.C.G.M. for obtaining water, drainage and sewage pipelines and connections in respect of the new building and structure to be constructed on the said property;

(iv) The power supply company and its officers for obtaining electric connections, electric power to the new premises

namely flats/garages/parking etc. (including making or putting up a sub-station) for and/or in respect of or relating to the building/structure to be constructed on the said property;

(v) Any other utility/service provider company or authority for obtaining utility services in respect of or relating to the proposed new building or on the said property.

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13.(b) For the aforesaid purposes, to make correspondence, sign, execute, register and submit all necessary applications, plans, forms, statements, affidavits, declarations, undertakings, indemnities, agreements and other deeds, documents, instruments, papers and writings whatsoever, and to pay all necessary charges, fees, premia, deposits, and other amounts whatsoever, and to do and perform all other necessary acts, deeds, things and matters.

14. To appoint Architects, R.C.C. Consultants, Engineers and other professionals as may, from time to time, be found necessary to carry out and/or implement any of the provisions herein contained and to duly substitute this power of attorney to any of them or any other person as the Developers may deem fit in part or full to expedite the process of construction and completion of the project.

15. For me, in our name, to accept service of any Writ of Summons or other legal process and to appear in any court and before all Courts, Magistrates or Judicial or other Officers whatsoever as by

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI NO. 8 MUMBAI SUBURBAN DIST. (BANDRA)

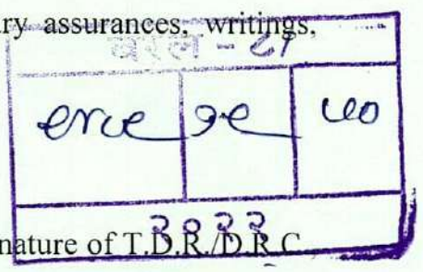
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the said Attorneys shall think fit and proper and to commence any action or other proceedings in any Court of Justice or Authority and the same action or proceedings to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the said Attorneys shall think fit and if the said Attorneys shall see cause and also to appoint any Solicitor and/or Advocate or Lawyer or Counsel to prosecute or defend in the premises aforesaid or any of them as occasion may arise either in our name or in the name of the said Attorneys.

THE SEAL OF THE JOINT SUB-REGISTRAR BORIVALI MUMBAI SUBURBAN

16. To sign, verify and execute Plaints, Written Statements, Counter-Claims, Appeals, Reviews, Applications, Affidavits, Authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or Equity whether of Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decrees to be passed or had given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute Decrees as the said Attorney shall be advised or think proper.

17. To demolish, pull down, construct, reconstruct, repair, improve upon or otherwise develop the said property or any part or portion thereof in accordance with the prevailing rules and regulations in such manner as Attorneys may deem fit. To sale flats/Garages/stilt parking/open parking spaces etc. to third parties and for that purposes to sign and execute all necessary assurances, writings, letters, agreements etc.

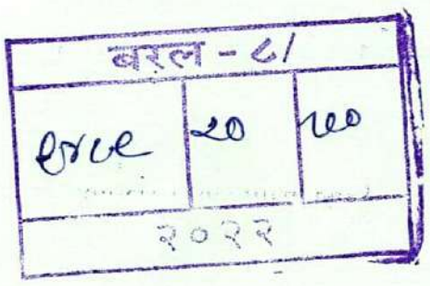


18. To obtain F.S.I. of outside property in the nature of T.D.R./D.R.C. Fungible F.S.I. , premium FSI etc to the maximum extent permissible on the said property and to utilize the same by constructing premises thereon.

19. To apply for and obtain and receive refund of moneys paid and/or deposits or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.

20. To sell and dispose of the "sale component" flats or allot parking spaces (except owner's and tenants premises) and/or any other premises that may be constructed on the said Property on Ownership basis and/or in any other manner at the price or for the amount that the said Attorneys may think fit and proper. To collect and receive of and from the acquirers or purchasers of the premises price and/or consideration as aforesaid and also to sign and execute and/or give proper and lawful discharge for the said receipts.





21. To execute from time to time all the writings, agreements, deeds etc. on or in any other manner of the premises which may be constructed on the said property and also to execute and sign conveyance and transfer in respect of the said property in favour of Housing Society/Body Corporate.



22. After complying with the entire terms and conditions set out in the Development Agreement and on completion of the project or as per RERA to sign and execute the Conveyance or Assignments or any other assurances in respect of the said property and building constructed thereon or any part thereof in favour of Co-operative Society or any other organization of flat purchaser/s that may be formed and registered in respect of all premises owners of the proposed new building.

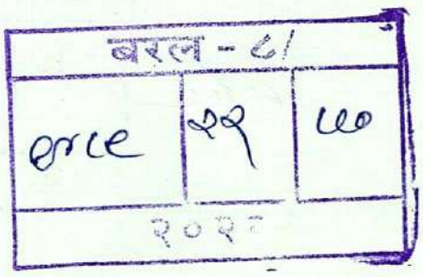
23. To sign ownership agreements in respect of the Free Sale Flats coming to the share of the Developer under the said Development Agreement (hereinafter referred to as "sale component" flats) (i.e. the flats and the car parks in the new building except flats and car parks to be provided to the existing tenants and the Owners) by the Developer and to lodge such agreements before the concerned Registry. Also to mortgage the Free Sale Premises and development rights and execute mortgage deeds or any documents which may be required by the Mortgagee in respect of the Free

Sale Premises. Provided that, any liability to repay the loan as also interest shall be that of the Developers/Attorney.

24. To enter into Permanent Alternate Agreements with the existing tenants and the Owners as per the terms and conditions provided under the Development Agreement and register the Permanent Alternate Agreement before the Registering Authority.

25. To approach the financial institutions , private financers, banks, individual \ individuals for obtaining the loan for individual flat purchasers and for that purpose, subject to that it will be at the risk, cost and consequences of the Developers and/or the said Attorney, we hereby authorise our said attorney to sign\create\charge or lien and or execute all the necessary papers, writing, agreements, NOCs mortgage deeds etc on our behalf only in respect of the developers sale area/sale component flats other than area reserved for the existing owners and tenants of the said property as per the aforesaid development agreement.

26. To create mortgage\charge\lien\collateral security and \ or any other encumbrances and raise finance\project finance from any bank\financial institutions\financers\individuals on the portion entitled to be sold in the open market by the developer(developers sale area/sale component flats) other than area reserved for the existing owners and tenants of the said property as per the



aforesaid developer agreement. And pursuant there to make an execute appropriate deeds, mortgage, assignment\allotment letters or any other document as the attorneys may deem fit and proper for the benefit of the prospective flat purchasers in favour of any persons, banks, financial institutions etc and to lodge such agreements deeds for registration with the concerned Sub - Registrar of assurances and to admit execution thereof and complete the formalities of registration of such Agreements\Deeds.

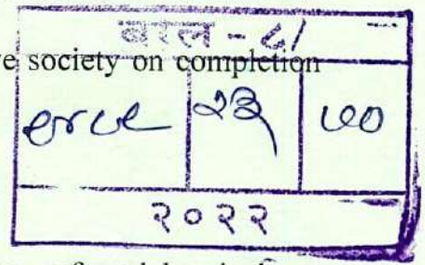


27. To amalgamate the said property mentioned in the Schedule hereunder written which includes CTS No.232, 232/1, 232/2, 232/3 & 232/4 with CTS No.233 as the case may be to enable Developers to develop the same in the manner the Developers may deem fit and proper.

28. To insure and keep insured against all losses by fire, earthquake, or any kind of act of god and/or riots of civil and criminal nature and all other risks of all or any part of the said property, effect or things and to pay the premium and moneys payable for effecting such insurance and appropriate to themselves any amount of compensation or claim provided under such Insurance Policies.

29. To take all necessary steps for the registration of the co-operative society/body corporate of the flat owners and other premises purchasers including the tenants and the owners and for that

purpose to sign and execute all necessary applications, papers and writings and to act and represent before the Registrar or Deputy/Assistant Registrar of Co-operative Societies, Sub-Registrars of Assurance, Registrar of Companies or other relevant authority as and when required to do so and to hand over the conveyance to the Registered Co-operative society on completion of the project or as required by RERA.



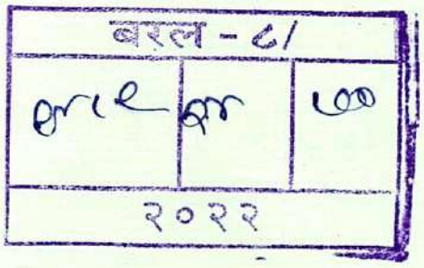
30. To lodge all the documents, writings, etc. referred hereinabove and/or generally in respect of the said property for registration as may be required from time to time before the concerned Sub-Registrar of Assurances and to admit execution thereof.

31. In general, to do all acts, things, deeds etc. in respect of the said property as also the development thereof and/or rights, authorities, benefits directly and/or indirectly attached to the said property and which we could do ourselves.

32. AND we HEREBY DECLARE that this Power of Attorney is given in favour of the said Attorney and accordingly the said Attorneys shall be entitled to exercise independently of each other the powers conferred upon him.

33. AND We HEREBY AGREE to ratify and confirm whatsoever the said Attorney shall do in the premises by virtue of these presents.





34. AND we hereby declare subject to the terms and conditions set out in the said Development Agreement, the powers and authorities hereby granted are irrevocable till the said property is fully and properly developed as per the said Development Agreement with the Developer as per rules and regulations of the M.C.G.M.and the transfer and/or conveyance of the said property in favour of the ultimate Society/Body Corporate.



35. That for whatsoever reason as and when Development agreement is terminated or null/void, this power of attorney becomes null/void.

36. We further clarify as under:—

(a) That the entire development of the said property will be done by the said Developer at its own cost, risk and efforts without creating any financial burden and/or any kind of responsibilities upon us;

(b) That the said Developer shall be responsible and have agreed to indemnify us against all proceedings, claims, expenses and liabilities whatsoever which may arise upon us by virtue of the acts of Attorney under the present Power of Attorney.

(c) That the Developer shall be liable during the construction period i.e. from the time of obtaining IOD till the time of obtaining Full Occupation Certificate to pay all taxes to the MCGM including property tax, water tax etc.