

388/6625

Friday, May 17, 2019

4:07 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 7162 दिनांक: 17/05/2019

गावाचे नाव: चारकोण

दस्तऐवजाचा अनुक्रमांक: बरल-5-6625-2019

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करण्याच्या नाव: चारकोण जांय को ओप हा सो ली चे चेअरमन ब्रिजनंदन की तिवारी तर्फे मुखत्यार सुभाष कोकरे.

नोंदणी फी

रु. 200.00

दस्त हाताळणी फी

रु. 1200.00

पृष्ठांची संख्या: 60

एकूण:

रु. 1400.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:33 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक कोरीवली क्र. ५,

मुंबई उपनगर जिल्हा

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000435464201920E दिनांक: 17/05/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 400/- ✓

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1605201907035 दिनांक: 17/05/2019

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु. 800/- ✓

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1204201906766 दिनांक: 17/05/2019

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

BOMV/13-5

Delivery Date: 31/5/19



CHALLAN
MTR Form Number-6



GRN	MH000435464201920E	BARCODE			Date	12/04/2019-15:01:54	Form ID	48(T)
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)				
Office Name BRL1_JT SUB REGISTRAR BORIVALI 1				Full Name		JOY APARTMENT CHSL		
Location MUMBAI				Fiat/Block No.		-		
Year 2019-2020 One Time				Premises/Building				
Account Head Details			Amount In Rs.		Road/Street			
0030045501 Stamp Duty			500.00		AS PER DOCUMENT			
0030063301 Registration Fee			200.00		Area/Locality			
					MUMBAI			
					Town/City/District			
					PIN			
					4 0 0 0 6 7			
				Remarks (If Any)				
				PAN2=ACEFS4895H-SecondPartyName=MS SHREEJI DEVELOPERS-				
Total			700.00		Amount In		Seven Hundred Rupees Only	
					Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332019041213544	210754529	
Cheque/DD No.				Bank Date	RBI Date	12/04/2019-15:02:33	Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 9821141823

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर घलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर घलन लागू नाही.

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1204201906768	Date 12/04/2019
Received from JOY APARTMENT CHSL, Mobile number 9821141823, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Borivali 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 12/04/2019
Bank CIN 10004152019041205842	REF No. 210754966
This is computer generated receipt, hence no signature is required.	

13/2/2020

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Receipt



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1605201907035	Date 16/05/2019
Received from JOY APARTMENT CHSL, Mobile number 9821141823, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Borivali 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 16/05/2019
Bank CIN 100041520190516155549	REF No. 215348606
This is computer generated receipt, hence no signature is required.	

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

Receipt of Document Handling Charges

PRN 1605201907035

Receipt Date 17/05/2019

Received from JOY APARTMENT CHSL, Mobile number 9821141823, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 6625 dated 17/05/2019 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.

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Payment Details

Bank Name IBKL

Payment Date 16/05/2019

Bank CIN 100041520190516155549

REF No. 215348606

Deface No 1605201907035D

Deface Date 17/05/2019

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



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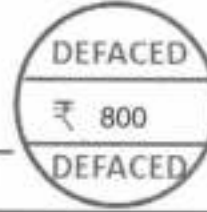
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1204201906766

Receipt Date 17/05/2019

Received from JOY APARTMENT CHSL, Mobile number 9821141823, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 6625 dated 17/05/2019 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.



Payment Details

Bank Name IBKL

Payment Date 12/04/2019

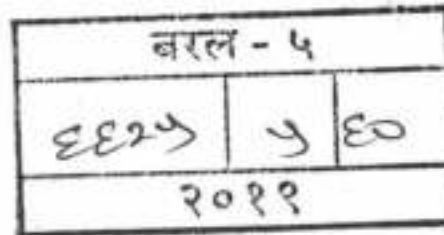
Bank CIN 10004152019041205842

REF No. 210754966

Deface No 1204201906766D

Deface Date 17/05/2019

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





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GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME JOY
APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD, a Co-
operative Housing Society registered under the Maharashtra Co-operative
Societies Act, 1960 bearing Registration No. BOM /WR /HSG (TC) /1399
/84-95 dated 8/5/1985, having its office at Plot No.7, New Plot No. 16,
Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067, hereinafter
called "THE SOCIETY" (which expression shall unless it be repugnant to
the context or meaning thereof be deemed to mean and include its
successors and assigns) do hereby send greetings,

WHEREAS:

- a. MAHARASHTRA HOUSING AREA AND DEVELOPMENT
AUTHORITY is the owner of the piece and parcel of land
admeasuring 1357 sq.mts bearing Survey No.149,
corresponding to C.T.S. No. 1K/2/281 admeasuring 1357 sq.mts,
bearing Plot No.7, New Plot No. 16, Sector No.1, Charkop,

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b. Kandivali (West), Mumbai- 400 067, Village: Charkop, Taluka: Borivali, Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, hereinafter referred to as **"THE SAID PLOT OF LAND "** for the sake of brevity ;

c. By and under a registered Deed of Lease dated 16.12.1985 executed by and between MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY therein referred to as the "LESSOR", (which expression shall mean and include their executors, administrators, assigns) of the ONE PART And **JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD** therein referred to as the "LESSEE", a Co-operative society, registered under the Co-operative Housing Societies Act, having registration No. BOM /WR /HSG(TC) /1399/84-95 having its registered office at **JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD** at Plot No.7, New Plot No. 16, Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067, hereinafter referred to as **'the said Society'** (which expression shall mean and include the office-bearers of the said Society) the Lessee referred to therein have leased out all their right, title and interest in the property viz land bearing Survey No.149, corresponding to C.T.S. No. 1K/2/281 admeasuring 1357 sq.mts, bearing Plot No.7, New Plot No. 16, Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067, Village: Charkop, Taluka: Borivali, Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban together with **JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD** Building Standing thereon and constructed by the said society and have leased the same in favor of the Society for the period of 90 years subject to renewals of expiry of each 30 years on the terms and conditions as more particularly mentioned therein ;



d. Thus the said society i.e. **JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD** is the lessee of MHADA in respect of the piece and parcel of land admeasuring 1357 sq.mts together

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building consists of ground plus _____ upper floors and has 34 numbers of tenements. The said tenements are occupied by the members of the society. The list of said members along with details of their respective premises in their occupation and possession is more particularly mentioned in Annexure-"C" ;

- i. The said plot of land is capable of being re-developed by demolishing the existing structure and by construction of a new building thereon by utilizing full F.S.I. including premium F.S.I. and obtaining of Transferable Development Rights as per the prevailing rules and regulations.
- j. The said society itself is not in a position to reconstruct the new building by demolishing old one on its own, for want of funds, for providing alternate accommodation for its members, for want of expertise, organization and also due to complicated procedure of Government, MCGM and other authorities concerned.
- k. The society it self being unable to redevelop is desirous of re-developing the said property through the Developers.
- l. The Developers have expertise in developing /redeveloping the properties as also have sufficient financial means for such development. The Developers by their Offer letter dated _____ have submitted to the society its proposal for re-development of the said property.



- m. The society intended to redevelop and reconstruct the building by taking help of outsider builder/developer and invited offers from the interested parties.

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- n. The society thus after receiving tenders from several builders and developers and after investigating their record vide letter dt. 24th January 2014 intimated Dy. Registrar, MHADA

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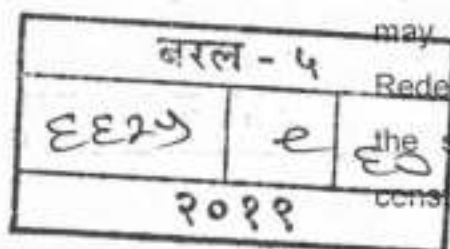
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e. with said building known as JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD situate lying and being at Survey No.149, corresponding to C.T.S. No. 1K/2/281 admeasuring 1357 sq.mts, bearing Plot No.7, New Plot No. 16, Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067, Village: Charkop, Taluka: Borivali, Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban , hereinafter referred to as the "**Said Property**" for the sake of brevity and more particularly described in the Schedule hereunder written ;

f. The said society is a Registered Housing Society under the provisions of Maharashtra Co-operative Housing Societies Act, 1960, bearing Registration No. BOM/WR/HSG(TC)/1399/84-95 and having its Registered Office at JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD having its office at Plot No.7, New Plot No. 16, Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067. The said society at present has 34 members out of which 26 are flat owners and 8 are shop owners who are occupying respective premises in the said society ;

The members of the said society have got their Society Registered vide Registration No. BOM /WR /HSG (TC) /1399 /84-95 dated 8/5/1985, a copy of the Certificate of Registration of Society is hereto annexed and marked as **Annexure - "A"** as well as the list of the existing members of the said Society alongwith their details is hereto annexed and marked **Annexure - "B"** ;

h. The existing society building on the said property is old and in dilapidated condition and not withstanding the wear and tare, that repair of the building is not possible nor desirable as repair may not improve upon strength and life of the building. Redevelopment is only alternative left before the society. That the society has decided to demolish the old building and construct a new building on the said plot of land. The said



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that society is intending to redevelop its existing building and thereby requested to appoint authorized/designated officer on behalf of Dy. Registrar, MHADA in a special general body meeting of society to consider the tenders of several developers and to appoint one of such developers for redevelopment of existing society building .

o. Thus the Dy. Registrar, MHADA vide letter dt. 7th March 2014 intimated society about appointment of Smt. Varsha Patil as Authorized/Designated officer of the society with regard to society decision for redevelopment of existing society building ;

p. Thus the society under the supervision, of Smt. Varsha Patil having quorum of more than 75% members of the society, after necessary suggestions and recommendations of the members of the society and after considering the proposal of several builders and developers, in General Body Meeting held on 23rd March 2014, majority of the members decided and resolved to appoint the **SHREEJI DEVELOPERS** a Partnership Firm, having its registered office at 12/D/2, Estee Apartment, Saibaba Nagar, Borivali (West), Mumbai – 400 092 with its sister concern company **H.D.BUILDERS & DEVELOPERS** to redevelop the said property and also appointing and authorizing the Managing Committee to take all decisions relating to the project of the re-development and execution of appropriate documents such as Agreement for Development, Irrevocable Power of Attorney etc, in favor of the Developers herein. A true copy of the said Resolution of The General Meeting of the said Society dated 23rd March 2014 is annexed hereto and marked **Annexure -**

"D" ;



q. As such upon the report of said Authorized/Designated officer, Smt. Varsha Patil submitted to Dy. Registrar, MHADA, the Dy. Registrar, MHADA vide its letter dt. 28th March 2014 confirmed the appointment of the **SHREEJI DEVELOPERS** a Partnership Firm, having its registered office at 12/D/2, Estee

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Apartment, Saibaba Nagar, Borivali (West), Mumbai – 400 092
copy thereof is annexed hereto as Annexure-"E" ;

r. The said developer has agreed to demolish old society building and construct new building, at their cost and provide permanent alternate accommodation to said members with all modern amenities absolutely free of cost to each of the member of society. The area and the other benefits to be provided to the each member is more particularly mentioned in Annexure-"F" hereto . The developer has declared that they are financially sound. They will purchase the TDR. They have erected many new buildings. They are capable of obtaining all necessary sanctions, permissions, NOC from, MHADA, the State of Maharashtra, Collector of Greater Mumbai, Suburban District, BMC, ULC Dept. etc. and all other competent authorities established under Mumbai Municipal Corporation Act, Town Planning Act and/or any other legislation in force. They will demolish the existing old building and construct, erect new building in its place by utilizing a maximum FSI and by obtaining TDR and provide alternate accommodation to the members of the old society absolutely free of cost. To recover the cost of construction, developer is permitted to load TDR and construct additional premises, after obtaining necessary permission, sanction from the State of Maharashtra, MHADA and Collector Mumbai Suburban District, and allot or transfer or sale the same to the prospective purchaser so as to enable such developer/builder to recover the cost of construction and project cost, expenses etc. without which the project of redevelopment will not be viable or practicable. The developer is given full understanding about the allotment of land and its terms and conditions, and the developer conditions and the developer has agreed and undertaken that the developers shall not do any construction without express sanction and permission for the same.



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s. The proposal of **SHREEJI DEVELOPERS** a Partnership Firm, having its registered office at 12/D/2, Estee Apartment,

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Saibaba Nagar, Borivali (West), Mumbai – 400 092 was placed before the General Body Meeting of the society held on 23rd March 2014 and the General Body resolved to accept the offer of **SHREEJI DEVELOPERS** a Partnership Firm, having its registered office at 12/D/2, Estee Apartment, Saibaba Nagar, Borivali (West), Mumbai – 400 092. Society has considered its proposal and accepted the same. The General Body meeting of the said society has resolved in its meeting held on 23rd March 2014 and authorized its Managing Committee to go ahead with the redevelopment work and execute the development agreement with **SHREEJI DEVELOPERS**.

t. The Individual Members of the said Society have given their Consent letters to the said Society whereby they have approved an appointment of the Developer for demolishing and redevelopment of the Society's existing Building.

u. The Society has represented to the Developers that :

(i) The Society's is the lessee and as such is absolutely seized and, possessed, of or otherwise well and sufficiently, entitled, to all that piece and parcel of land admeasuring 1357 sq.mts together with said building known as JOY APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD situate lying and being at Survey No.149, corresponding to C.T.S. No. 1K/2/281 admeasuring 1357 sq.mts, bearing Plot No.7, New Plot No. 16, Sector No.1, Charkop, Kandivali (West), Mumbai- 400 067, Village: Charkop, Taluka: Borivali, Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban ; (hereinafter referred to as "THE SAID PROPERTY"),

(ii) There is one building/s consisting of Ground plus _____ upper floors standing on the said property which is occupied by 34 members (hereinafter referred to as "THE EXISTING BUILDINGS). The area, is occupied by each member is more particularly shown in the "Annexure-C" hereto annexed.



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o) The society thus after completing all the formalities has executed a Development Agreement dated 20 Feb / 2019 duly registered on BRI/5/6624/2019 in favor of **SHREEJI DEVELOPERS** a Partnership Firm, having its registered office at 12/D/2, Estee Apartment, Saibaba Nagar, Borivali (West), Mumbai – 400 092

p) The said developer have now approach the Society to execute these present in respect of the said property unto and in their favor and/or in favor of its partners as the case may be thereby conferring upon the said developer and/or its partners and/or the various powers/authorities so as to enable them to do all and/or any of the following acts deeds, matters and things as provided and appearing herein below.



1. NOW KNOW THE AND ALL THESE PRESENTS WITNESSETH THAT the Society hereby irrevocably Jointly and Severally nominate constitute and appoint (1) **Mr. NIMESH UTTAMBHAI DESAI**

2. Authorized Partner of **SHREEJI DEVELOERS**

-----both adults, Indian Inhabitants of Mumbai hereinafter called as **"OUR SAID ATTORNEYS"** in our name and on behalf inter alia to do, execute and to perform all and/or any of the following acts, deeds, things and matters in respect of the said property as more particularly described in the schedule hereunder written and that is to say:-

1. **THIS POWER OF ATTORNEY** hereby granted is in respect of the said property as more particularly described in the **SCHEDULE** hereunder written.

2. **TO MAKE AND PREPARE** and/or cause to be made and prepared at their entire costs and all such plans, specifications, maps and designs and/or any alteration in the plans and/or specifications as may be approved and/or necessarily required and advisable for the

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BK, 22/11/19

Handwritten signatures: Dnyanesh, Gokare

flats/shops/offices etc. on the said property as more particularly described in respect of the said property as more particularly described in the SCHEDULE hereunder written and subject to the requisite permissions to that effect obtained from the concerned competent authorities and as the case may be and to engage the services of any Architects, Engineers, Surveyors or any other person/s or a party as may be necessary or advisable.

3. **TO DEAL** and to correspond with the Municipal Corporation of Greater Mumbai (including all its Departments and Officers and subordinates), Mumbai Housing Area Development Authority or any other Officer, Mumbai Metropolitan Regional Development Authority, or authorities (including the Competent Authority) of the State Government and/or Central Government and its Department and Officers in connection with or relating to or touching the said property described in the schedule hereunder written and in particular the following:-

- a. To follow up the plans and specifications already submitted by them to Mumbai Municipal Corporation and also to apply for and to obtain sanction of building plan or the revision amendments and/or revalidation of the plans sanctioned or to be sanctioned by MMC, with the alterations, auditors, modifications etc. as the case may be to the building/s proposed to be constructed on the said property and in the manner our said attorneys may deem fit and proper from time to time.



To approach and represent us before the office of Assessor and Collector and it's sub-ordinates offices, Municipal Corporation of Greater Mumbai, for payment of the taxes/assessment of the structure on the said property and to obtain NOC stating that all taxes are paid and there are no outstanding taxes/assessments and for that purpose to sign and execute and to submit the necessary applications, writings, forms, declarations, undertakings etc. also

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furnish all the necessary information/s and to collect the bills etc. and as the case may be.

- c. To approach and represent us before Maharashtra Housing Area and Development Authority and all its concerned department, Offices to obtain NOC etc for the purpose of redevelopment of the said property and to deposit necessary fees, premium, towards NOC fro redevelopment of the said property for and on behalf of the society ;
- d. To approach and represent us before Maharashtra Housing Area and Development Authority to obtain conveyances of the said plot of land and property in favor of the society and to deposit and pay the consideration to before Maharashtra Housing Area and Development Authority for conveyance of the said plot of land and property and thereby execute necessary deed of conveyance or any other deed or documents with Maharashtra Housing Area and Development Authority in favor of the society in respect of the said property more particularly described in the schedule hereunder written and thereby to present and lodge in the office of the Sub-Registrar of Assurances concerned and to admit execution of the such Deed of conveyance or any other deed and documents for and on our behalf in respect of the said properties more particularly described in the Schedule hereunder written in favor of society by the said Attorney and further To do all other acts and things that may be necessary for effectively registering the such Deed of conveyance or any other deed or documents in respect of said property more particularly described in the Schedule hereunder written in favor of society by the said Attorney ;



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under the Maharashtra Regional and Town Planning Act, Competent Authority, Arbitrator or any other officer or officers including the Collector or the Additional Collector of Mumbai and Mumbai Suburban District or the Secretaries of Maharashtra Government or the Government of India, under the Urban Land

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(Ceiling and Regulations) Act, 1976, or under any of the acts, enactments or laws as may for the time being in force and to represent us and to sign present and file any forms, statements, objections, submissions, returns, affidavits, undertakings, indemnities or declaration/s or forming of any other schemes or scheme as may be required under the provisions of the said Act or any other Acts, enactments or laws as may for the time being in force for the purpose of obtaining permission to develop/ redevelop the said property which is described in the schedule hereunder written in accordance with the provision of the said Urban Land (Ceiling and Regulations) Act or otherwise.

5. **TO MAKE** necessary application pursue and follow up applications already made and/or may be made hereafter to the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 including Section 22 and for Section 27 of the U.L. (C & R.) Act or the statutory amendments thereof and the guidelines, directives and Notifications issued there under by the appropriate authorities and for obtaining further or additional or consequential NOC's/Permissions under the said Act, including extensions, revisions, modifications, amendments, clarifications, review to make such other applications and take all necessary steps under the said Act as may be required for the purpose of obtaining the development /redevelopment permission of the said property as described in the schedule hereunder written and for that purpose to sign, execute and submit necessary documents, deeds, writings, forms, applications, declarations, undertakings, etc as also to furnish necessary information and collect NOC thereto in respect of thereof.



6. **TO SUBMIT** the amended Plan, lay out etc. as per the new D.P. Remarks and/or as per the new Development Plan to the Municipal Corporation of Greater Mumbai, and to represent us before the Brihan Mumbai Municipal Corporation, Mumbai Metropolitan Regional Development Authority [MMRDA], Slum Rehabilitation Authority, Government Authorities, Local Authorities, Public Bodies etc. in furtherance of the Development of in respect of the said property as more particularly described in the SCHEDULE

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hereunder written and as per the amalgamation Permission/NOC so obtained to that effect from the concerned competent authorities and as the case may be and for that purpose to do all the necessary acts, deeds, matters and things as may be reasonably required to be done by my said Constituted Attorney.

7. **TO HAND OVER** the part and/or the portion of in respect of said property as more particularly described in the schedule hereunder written and as per the amalgamation permission/NOC so obtained to that effect from the concerned competent authorities and as the case may be if already notified for the D.P. Reservations and/or failing under the D.P. Road, and or affected by the Regular Line, set back area to the Municipal Corporation of Greater Mumbai and to claim FSI in lieu thereof and to take all the necessary steps and/or the TDR in respect thereof and particularly in respect of the said property described in the schedule hereunder written and as permissible and in the manner our said Constituted Attorney may deem fit and proper. We also authorize and permit our said attorney to bring in the TDR from outside and to utilize on the building/s proposed to be constructed on the said property as more particularly described in the schedule hereunder written.



8. **TO APPROACH** the competent authority and to take the benefit of the additional FSI on payment of the requisite premium to them and also to get the approval of the plans and specifications from the said authorities and to take all the effective steps and in the manner our said attorney may deem fit and proper in that behalf.

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9. **TO COMMENCE**, carry out and complete and/or cause to be commenced, carried out and/or to complete construction work at the entire costs, risk and expenses of our said Attorney, of the building/s proposed to be constructed on in respect of the said property as more particularly described in the schedule hereunder written and as per the amalgamation Permission/NOC so obtained to that effect from the concerned competent authorities and as the case may be and strictly in accordance with the sanctioned plans and specifications and so far as any construction work is concerned

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and to see all applicable rules and regulations which are made by the Government of Maharashtra and/or competent Authority under the (ULC & Regulation) Act, 1976 and/ or Municipal/Local Authorities and/or other Competent Authorities for the time being are strictly observed.

10. **TO CARRY** on correspondence under our signature and also to carry on negotiations and also to settle with all concerned authorities and bodies, including the Government of Maharashtra all its Departments, Municipal Corporation of Greater Mumbai, Municipal Authorities and/or Town Planning Authorities and/or the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, connection with the said property as described in the Schedule hereunder written with the adjoining property and hereinafter the sub-division and/or obtaining of NOC for the development of the said property as described in the schedule hereunder written.

11. **TO APPEAR AND REPRESENT** us before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the said property as more particularly described in the schedule hereunder written and to make such agreements and to arrive at such arrangements as may be necessary for the development of the said property together with the said building constructed thereon.

12. **TO CARRY ON CORRESPONDENCE** with the Municipal Corporation of Greater Mumbai, Government of Maharashtra, Collector of Mumbai, Town Planning Authority, the authority under the Urban Land (Ceiling and Regulation) Act, 1976 and/or for the sub-division, amalgamation thereof with the adjoining property and/or the development thereof.

13. **TO APPOINT** Architects, Engineers, Supervisors, Workmen, Advocates, Counsel and other persons as desired by our said Attorney for Plans, approval or any other matter connected



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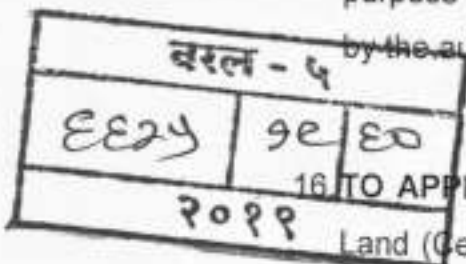
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therewith on such terms and conditions and on payment of fees and remuneration to them as our said Attorney may deem fit, proper and advisable.

14. **TO PREPARE**, sign and submit the scheme for the sub-division of the said property more particularly described in the schedule hereunder written and if, necessary also submit the plan/s for construction of the building/s to be constructed on the said property as described in the schedule hereunder written and after obtaining the necessary from the MCGM or any other authority concerned and to have the same sanctioned and to apply for revalidating the plans that may already been passed and/or sanctioned and/or otherwise howsoever to get the same approved and to submit applications to the Cement/Steel Controller for obtaining cement and steel and to make necessary applications in connection with the construction and to obtain permit/s in respect thereof, and to represent us before the Govt. MCGM, Collector of Mumbai or other public authorities or any other appropriate authority in all matters in connection with the development of the said property more particularly described in the schedule hereunder written.

15. **FOR THE PURPOSE** to handover free of costs to the MCGM, a portion of the said property as more particularly described in the schedule hereunder written and/or to hand over free of cost the area if falling under set back as per the development plan and/or if any affected by the 'Road Widening Scheme' and/or other reservations as per development plans of the Town Planning Authority and/or for the same is under set back and/or reserved purpose and in view thereof to take the benefit of the FSI permitted by the authority concerned.

16. **TO APPLY** for ad obtain necessary permission/s under the urban Land (Ceiling and Regulation) Act, 1976 if any, applicable or at any later stage or any other statutory modification or enactment for the time being in force and/or under any other central or state registration for the time being in force may be necessary in connection with the sub-division, amalgamation of the said property



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as more particularly described in the schedule hereunder written with the adjoining property, construction, development and/or transfer of the said property as more particularly described in the schedule hereunder written.

17. **TO MAKE** and submit all applications, petitions, submissions and appeals and to carry out correspondence with the appropriate authorities or officers concerned. Also to approach the Revenue Authorities, Slum Rehabilitation Authority, the Talathi, Tahasildar, Mamlatdar, Collector, Deputy Collector, Mumbai Metropolitan Regional Development Authority, Asst. Collector, the City Survey Office, Superintendent of Land Records, District Inspector of Land Records and before all the concerned authority for the said property as more particularly described in the schedule hereunder written, in all the Revenue Records, the Village Forms and also in the Extract of the Register of the Property Cards/Ruled Card etc;

18. **TO ATTEND TO** all the authorities concerned and also to make necessary payments and deposits in connection with the said property as more particularly described in the First schedule hereunder respectively written and/or the development thereof and/or construction work to be carried out thereon and/or otherwise howsoever in connection therewith and also to receive from the authorities concerned and give proper receipt and discharge for the same.

19. **TO MAKE** all the necessary applications to the Collector, N. A. Collector, Mamlatedar, Tahasildar, Municipality, City Survey Office, Superintendent of Land Record, District Inspector of Land Records, the Local Authority, Slum Rehabilitation Authority, Mumbai Metropolitan Regional Development Authority the Government of Maharashtra and the other Public and semi-public authorities or such other authorities as may be necessary for the said purpose and for the purposes set out herein.

20. **TO SUBMIT** necessary applications, writing, undertakings and other documents as may be required in accordance with the



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prevailing rules and regulations for obtaining all the other requisite permissions, etc. for the development of the said property as more particularly described in the schedule hereunder written and in the manner our said Attorneys may deem fit and proper in that behalf.

21. **TO PAY** the necessary charges, deposits and assessments and apply for the refund thereof as our said attorneys may think fit and proper.

22. **TO AMALGAMATE** the said property as more particularly described in the schedule hereunder written with any other property and/or properties including the said adjoining properties as our said attorney may deem fit and proper and also to amalgamate the said property as more particularly described in the schedule hereunder written subject to our written consent and also after amalgamation to submit the layout plans or sub-division plans of one or more amalgamated properties or the said property and get the same duly approved from the Collector of Mumbai or other authorities concerned etc. and as the case may be.



23. **TO PREPARE AND SUBMIT** proposal/s for the Development of the said property as more particularly described in the Schedule hereunder respectively written and whether alone or after amalgamation thereof with the other properties and in the manner our said Attorney may think fit and proper.

24. **TO GET PREPARED** the plans for the proposed building /s to be constructed on the said property as more particularly described in the schedule hereunder written and to submit the same to the appropriate authorities for its sanction and/or to modify and/or amend the said plans that are submitted and/or that may be submitted to the said authorities as required under the law and to get the said plans only sanctioned from the said authorities.

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25. **TO CARRY OUT** all the requisitions that may be made by the Concerned Authorities and/or any other Authorities in connection with such plans of sub-division, layout, amalgamation or the building plans submitted and/or that may be submitted by our said

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Attorney to the appropriate concerned authorities in pursuance of these presents.

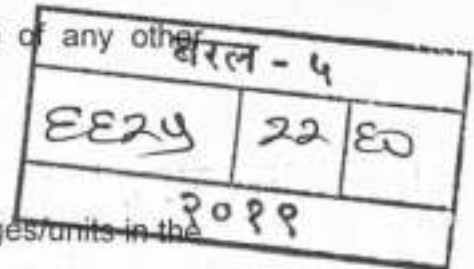
26. **TO MAKE** necessary applications for water, sewerage, light and electric connection with the concerned authorities at the expenses our said attorneys and to obtain necessary orders in pursuance thereto and to do all acts to carry out and lay the water sewerage and electric connection of the internal layout and roads for the purpose of development of the said property as more particularly described in the schedule hereunder written.

27. **TO ENGAGE** and employ surveyors, engineers, architects, RCC specialist, designers, in connection with and for the purpose of development of the said property as more particularly described in the schedule hereunder written.

28. **TO CARRY** on correspondence and to prepare, sign and execute papers, applications and documents including affidavits, plaints, petitions, declarations, usual indemnity and usual undertakings etc., as may be required for the purpose of constructing the building/s on the said property as more particularly described in the schedule hereunder written.

29. **TO PUT UP** and display hoardings on the said property as more particularly described in the schedule hereunder written, delineated and shown in RED colour boundary line on the plan at Annexure-I hereto announcing the proposed Housing Scheme of any other scheme in respect of thereof.

30. **TO NEGOTIATE** for sale and to sell flats/shops/garages/units in the proposed construction of the proposed building/s on the said property more particularly described in the schedule hereunder written, or any part thereof and to appropriate the sale proceeds thereof to themselves and in the name of the said developers/our said attorneys and the development shall be carried out at the



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entire risk costs and expenses of our said attorneys and strictly as per the terms and conditions of the said development agreement.

31. **TO PAY**, settle, adjust, deduct and allow accounts, claim and demands for quite assessment and repairs and other outgoings in respect of the said property as more particularly described in the schedule hereunder written.

32. **TO UTILIZE** the additional area that may be found on the survey of the said property as more particularly described in the first and second Schedule hereunder written, by the City Survey Office and in the building/s proposed to be constructed thereon and also to utilise and/or to consume and/or to load the balance FSI that may be granted by the Local Authorities or Mumbai Municipal Corporation, Mumbai Metropolitan Regional Development Authority and/or the Authorities concerned as the case may be.

33. **TO DEVELOP** and to proceed with the development of the said property as more particularly described in the schedule hereunder written including the constructing boundary walls, cutting of trees, to comply with all the terms of the building plans, IOD, Commencement Certificate and for the purpose if required to hand over and/or surrender and/or transfer portion of the said property if falling in set back area or under DP Reservation to the Municipality or Collector or to the authorities concerned and to apply for and to obtain in lieu thereof the compensation and/or FSI and/or by way of TDR and to consume the same in the said property as more particularly described in the schedule hereunder written by constructing thereon the building/s and in the manner our said attorneys may deem fit and proper.



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34. **TO MAKE** the necessary application under the Urban Land (Ceiling and Regulation) Act, 1976 for exemption, transfer or otherwise of the said property as more particularly described in the schedule hereunder written and for the development thereof, if at all applicable and for the said purpose to submit such application, writings, undertakings, affidavits and file petitions, appeals etc. as

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may be required and to prepare an appeal from the others of any of the Competent authority under the provisions of the said Urban Land (Ceiling and Regulation) Act, 1976.

35. **TO MAKE AND TO SUBMIT** the amended or new building plans to the Municipality, or any other authorities to get the building plans sanctioned, obtaining I.O.D. and commencement certificate and set the same revalidated and to give such other application, writings, undertakings as may be required for the purpose of development of the said entire as more particularly described in the Schedule hereunder written, to the Municipality or any other public authority to make application for water or any other public authority to make application for water connection, electricity supply and other incidental requirements which may be required for the development of the said property.

36. **TO APPOINT** architect/s for the purpose of development and transfer of the said property as more particularly described in the schedule hereunder written and to represent us before the MMC, the Town Planning Authority, the Government of Maharashtra, Collector, Mamletdar under the Urban Land (Ceiling and Regulation) Act, 1976 and other provisions of the law and to do all acts, deeds, matters and things, writings etc. as be required for the purpose of development of the said property as more particularly described in the schedule hereunder written and to transfer the same to the ultimate transferee/s.



TO PREFER an appeal from order which may be made by the competent authority or other authorities under ULC Act and to do all acts, deeds, things and matters and to institute and file appeal and for that purpose to sign and declare all petitions, memo of appeals, affidavits, plaints and other proceedings as may be required for the said purpose.

वरल - ५		
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38. **TO APPLY** for amalgamation of the said property particularly described in the schedule hereunder written with the adjoining property or the other properties as the case may be and

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further to sub-divide the same into more than one sub-plots and comply with the requirements and/or the Municipality or other authorities concerned for that purpose requisition and also to comply with the terms and conditions of the said divisions/layout as the case may be.

39. **TO COMMENCE** file and prosecute any action, petition/ appeals suit or other proceedings, commenced or to be commenced against us or whereunto we shall be parties and also if my said Attorney think fit to compromise, refer to arbitration, submit to judgment, discontinue or become non-suited in any actions, suits or proceedings as aforesaid and also to accept services of Writ of Summons, notices and other proceedings.

40. **TO COMMENCE**, carry out and complete and/or cause to be commenced, carried out and/or to complete construction work at the entire costs, risk and expenses of my said Attorney, of the building/s proposed to be constructed on in respect of the said property as more particularly described in the schedule hereunder written and as per the amalgamation Permission/NOC so obtained that effect from the concerned competent authorities and as the case may be and strictly in accordance with the sanctioned plans and specifications and so far as any construction work is concerned and to see all applicable rules and regulations which are made by the Government of Maharashtra and/or competent Authority under the (ULC & Regulation) Act, 1976 and/ or Municipal/Local Authorities and/or other Competent Authorities for the time being are strictly observed.

41. **TO MAKE AND PREPARE** and/or cause to be made and prepared at their entire costs and all such plans, specifications, maps and designs and/or any alteration in the plans and/or specifications as may be approved and/or necessarily required and advisable for the purpose of constructing building/s on the said property as more particularly described in the SCHEDULE hereunder written and to submit the same to the competent authority and/or Govt. of Maharashtra and/or Local bodies/ Mumbai Municipal Corporation



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and to engage the services of any Architects, Engineers, Surveyors or any other person/s or a party as may be necessary or advisable.

42. **TO CARRY ON CORRESPONDENCE** in our name and on our behalf with all concerned authorities and bodies including Government of Maharashtra, all its departments, collector and/or Town Planning Authority in connection with the development of the said property as described in the Schedule hereunder written.

43. **TO ASK FOR AND TO APPLY** and to collect the refund and/or return of the deposits security fee and other amounts if any paid to Municipality, collector and/ or other authorities concerned for getting the building plan/lay out plan/sub-division the refund of the deposits if any paid to the authorities concerned. Our said Attorney shall be entitled to transfer the previously mentioned amounts and deposits to any person or persons.

44. **TO APPROACH** the authorities concerned including MMC and the other competent authority and to get the said property as more particularly described in the schedule hereunder written, delineated and shown in RED colour boundary line on the plan at Annexure-I hereto or any portion thereof if under reservation and/or acquisitions released and/or shift the same in such manner as our said attorneys may deem fit and proper.



TO APPEAR AND REPRESENT us before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the said property as more particularly described in the schedule hereunder written;

46. **TO ASK**, demand, due for, enforce payment and/or recover and receive from any person/s rents and/or compensation and/or mense profit and/or deposit in respect of the said property which now are or which at any time/s hereafter may become due and payable to us.

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47. **IN CASE** of acquisition of the said property as more particularly described in the schedule hereunder written delineated and shown in RED colour boundary line on the plan at Annexure-I hereto or any part thereof to represent us in acquisition proceedings and to receive the compensation and give receipts for money and also to oppose the said proceedings, if they are of the opinion that the said proceedings are against our interest and also to take the benefit thereof.

48. **TO PAY** all taxes, rates, charges, expenses and other outgoings in respect of the said property as more particularly described in the schedule hereunder written.

49. **TO MAKE**, sign and submit applications, petitions, letter or other writings to appropriate Govt. authorities, Town Planning Authority, MMC and/or Local Competent Authority under the provisions of the said Urban Land (Ceiling and Regulation) Act, 1976 or any other law or all and any license, permission, sanctions and consent required by any law or otherwise in connection with the management, improvements, developments, sale of flat/s, shop/s, apartment/s, premises/s, garage/s, parking space/s etc. as the case may be and in the manner our said attorneys may deem fit and proper.

50. **TO APPEAR** and represent my interest before the Collector or Commissioner of Police and Municipal Officer for the renewal or grant of license 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 whomsoever.

51. **TO DECLARE AND AFFIRM** all plaints statements, applications, petitions, affidavits and other necessary documents and to appear before any judge, Court, Judiciary and non-judiciary, enquiry Magistrate or other Officer, empowered by law to hear any suit or proceedings or any other enquiry relating to the said property as more particularly described in the Schedule hereunder written, in which We may be interested and also accept Writ of Summons

process notices, sign Vakalatnama, authority letters and for that purpose to appoint advocates/ solicitors etc. and to pay their

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professional fees. To sign and to execute Consent Terms and/or to obtain comprise decree and/or to submit to the order of the Court.

52. **TO ADJUST**, settle, compromise or submit to arbitration any accounts, claims, and demands whatsoever which now hereafter may be pending or in such manner and in all respect as our said Attorney shall think fit and proper.

53. **TO EXAMINE**, adjust and settle all accounts and reckoning between us and any person or persons whomsoever and to pay or receive (as the case may be) the balance if any which shall appear to be due on the settlement of such accounts and reckoning and to compound for any debt or debts due to or owing to us.

54. **TO EXECUTE** the deed of conveyance, deed of transfer, deed of indemnity, agreement for sale of flat/s, shop/s, apartment/s, premises/s, garage/s, parking space/s etc. or other assurances in one or more sets in respect of the said property as more particularly described in the schedule hereunder written unto and in favour of any person/s, association, company, society, partnership firm and to take all the steps for effective registration of all such documents etc, and as the case may be

55. **TO SIGN, SEAL** and to deliver and also to execute in our name and on our behalf the deed of conveyance, the sale deed/deed of conveyance, deed of assignment/deed of transfer in respect of the said property as more particularly described in the schedule hereunder written and in favour of the said Co-operative housing societies as set out in the list at annexure-II hereto unto and as the case may be including the Co-operative Housing society etc. and also to sign and to execute all such other deeds and documents, instruments for the purpose of effectually transferring the same and also to comply with all the legal formalities to give effect to the transfer of the said property as more particularly described in the schedule hereunder written in the name of the respective Co-operative societies and as the case may be.



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56. **TO APPEAR** before the Sub-Registrar of Assurances at Mumbai / Bandra / Andheri / Borivali and to lodge the aforesaid documents/Development Agreement/Deed of Assignment/s/ Instrument/s/ Deed of Conveyance, Sale Deed, Deed of Transfer/s etc. in respect of the said property as described in the Schedule hereunder written and to forward the same for the registration and to admit execution thereof in our name and on our behalf and in the manner our said Attorney may deem fit and proper. We hereby authorize our said Attorney to present for registration and admit the execution of all such documents/deeds/instruments/ conveyance Deed etc. in our name and on our behalf so to be executed at any time hereafter by our said attorney.

57. **TO MAKE** necessary applications under section 27 or any other provisions of the ULC. Act and to procure such permissions for transfer of the said property in favour of the Co-operative Housing Society/Apartment Owners Association/Corporate Bodies etc. and if at all become applicable.

58. **TO MAKE** necessary applications for procuring permits and quotas for cement, steel and other building materials and for that purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotas etc.

59. **TO TAKE** necessary steps for formation of co-operative society with an intent to transfer the said property as more particularly described in the schedule hereunder written, delineated and shown in RED colour boundary line on the plan at Annexure-I hereto or any part/portion thereof with the building standing thereon in favour of the said society and for that purpose to submit necessary applications, writings, declarations and undertakings as may be required and to appear and represent before the registrar or other authorities under the Maharashtra Co-operative Societies Act 1960 and the same shall be subject to the said development agreement.



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