

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/WGN/HSG (TC) 4874 of 1989-90 dated 10.05.1990, having its registered address at Plot No. 892, Vaidyawadi, Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028 (hereinafter referred to as the “**Society**”), acting through the authorized Managing Committee members viz. (1) [●], Chairman, (2) [●], Secretary, and (3) [●], MC Member, do hereby **SEND GREETINGS**: -

W H E R E A S: -

- A. The Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to the freehold plot of land of the Society bearing Final Plot No. 892 of Town Planning Scheme Mahim No. IV, Cadastral Survey No. 1261 of Mahim Division, admeasuring 1,672.54 square metres, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028 (hereinafter referred to as the “**Plot**”), with the building named, ‘Vishwa Kutir’ comprising of a ground floor, three upper floors and part of the fourth floor (hereinafter referred to as the “**Old Building**”) and ancillary structures such as _____ standing thereon. The Plot with the Old Building standing thereon is collectively referred to as the “**Property**”. The Property is described in detail in the **Schedule** hereto.
- B. The Society has, by a Development Agreement dated _____ 2025 (which is lodged for registration/ registered with the Sub-Registrar of Assurances under Serial No. _____ dated _____ (hereinafter referred to as the “**Development Agreement**”), granted irrevocable, complete and exclusive development rights in respect of the Property to **M/S. MAYFAIR HOUSING**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under No. BA – 104751; and having address at 1, Mayfair Meridian, Near St. Blaise Church, Ceaser Road, Andheri (West), Mumbai 400 058 (hereinafter referred to as the “**Developer**”), on the terms and conditions recorded therein.
 - *Besides the capitalized terms specifically defined in this Power of Attorney, other capitalized terms in this Power of Attorney shall have the same meaning ascribed to them in the Development Agreement where applicable.*
- C. The redevelopment of the Property entails the demolition of the Old Building and other ancillary structures standing on the Plot and the construction of a new building thereon which will contain *inter alia* the Members’ New Premises (*as defined in the Development Agreement*), and the Developer’s Premises (*as defined in the Development Agreement*) (the “**New Building**”).
- D. In terms of the Development Agreement, the Society is required to execute a Power of Attorney in favour of the Developers (being these presents).
- E. The Development Agreement, being the principal instrument employed in respect of the said transaction, has been duly stamped with the requisite stamp duty prescribed under Article

			<i>Initials of the Parties</i>		
<i>For Vishwa Kutir Co-operative Housing Society Limited</i>			<i>For M/s. Mayfair Housing</i>		
<i>Chairman</i>	<i>Secretary</i>	<i>M.C. Member</i>	<i>Auth. Signatory/Partner</i>		

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5(g-a) (i) of Schedule-I to the Maharashtra Stamp Act, 1958, and accordingly, this Power of Attorney has been duly stamped in accordance with Article 48(g) of Schedule-I to the Maharashtra Stamp Act, 1958.

F. The Society has, by a resolution passed at its Special General meeting held on _____ authorized its Managing Committee members to execute this Power of Attorney for and on behalf of the Society.

NOW KNOW YE ALL AND BY THESE PRESENTS WITNESSETH that the Society, through its aforesaid Managing Committee members, do hereby nominate, constitute and appoint the Developer acting through their partners, (1) Dr. Nayan A. Shah, and/or (2) _____ and/or through any other partners of the Developer (for the time being and from time to time appointed), each one of them severally/ individually, to be the true and lawful attorneys of the Society (hereinafter referred to as the “**Attorneys**”) to do and execute, jointly and/or severally, in the name of and on behalf of the Society, the following acts, deeds, matters and things and exercise all powers and authorities hereinafter conferred, in relation to the Property and its Redevelopment in terms of the Development Agreement that is to say:

1. **TO REPRESENT** the Society and to deal and correspond with the Brihanmumbai Municipal Corporation (“**BMC**”) / Maharashtra Housing and Area Development Authority (“**MHADA**”) or any other planning authority as per the provisions of the Maharashtra Regional and Town Planning Act, 1966 and/or any other applicable law, and all the concerned officers and departments of the BMC/MHADA or any other planning authority, the Pollution Control Boards, Environmental and Ecological Authorities, the City Survey & Land Records Authorities, the State Government of Maharashtra (in all its ministries and departments, including the Civil Aviation authorities, Ministry of Environment & Forests), the Central Government of India (in all its Ministries and departments, including the Ministry of Environment & Forests, the Ministry of Civil Aviation, including the Airports Authority of India and all departments under the Civil Aviation authorities), the Collector, Talathi, Tahsildar, and other Revenue Authorities and officers, the authorities and officers, the Chief Fire Officer and other concerned Fire Brigade Authorities, Town Planning Authorities, the Registrars of Co-operative Societies (and the various departments and officers constituted and empowered under the Maharashtra Co-operative Societies Act, 1960 and the rules formulated thereunder) and all other authorities (hereinafter collectively referred to as the “**Authorities**”), regarding all matters connected with the Property and its Redevelopment and regarding all matters contained in the Development Agreement, and for all purposes to sign and execute such papers, applications, petitions, affidavits, documents, indemnities, undertakings or any other documents as may be necessary and deemed expedient and to correspond with all concerned Authorities and to appear before them and to pursue all such applications and obtain all approvals/ permissions/ sanctions.
2. **TO PREPARE** and submit to the Authorities building plans, layout plans, and other plans, drawings, designs and specifications for and in respect of the Redevelopment Project and to have the same approved and sanctioned, and/or to apply for and obtain approvals, permissions and sanctions for amendments, revisions, modifications, alterations, rectifications, additions and/or deletions thereto/therein, and/or extensions, renewals, and revalidations

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thereof, and otherwise to do and perform all the acts, deeds, matters and things in connection therewith, as may be deemed fit and proper by the Attorneys, and to apply to the BMC/MHADA and other concerned Authorities for and obtain Intimation/s of Disapproval / , Commencement Certificate/s, Part-Occupation Certificate/s, Occupation Certificates, Building Completion Certificate, and such other certificates which may be necessary for commencing, carrying out and completing the Redevelopment Project;

3. **TO REPRESENT** the Society before the concerned Authorities in all matters concerning, touching or affecting the Property including-
 - i. survey or joint survey thereof and fixation of its boundaries, and in the event of any discrepancy in area, to apply to the appropriate Authorities to correct the area thereof, and take all necessary steps to get the area thereof corrected in the land revenue and other public records;
 - ii. payment of assessment dues in respect thereof, and in the said context and for the said purpose, to make necessary applications/proposals to the concerned Authorities, appear before them, and make and give statements, information, declarations, etc. and file documents and take and adopt all necessary steps and proceedings as the Attorneys may think proper and/or necessary, and to diligently pursue such proceedings.
4. **TO PAY** any premiums, fees, charges, deposits and other amounts whatsoever that may be demanded or payable in respect thereof to the Authorities, and to apply for and receive refund thereof and to issue and pass effectual receipts and discharges for the same;
5. **TO AMALGAMATE** the Plot with adjoining lands for the redevelopment thereof and for that purpose to sign and execute all necessary documents, applications, undertakings, indemnities etc. as such authorities may require for amalgamation.
6. **TO SUB-DIVIDE** the Plot for the redevelopment thereof and for that purpose to sign and execute all necessary documents, applications, undertakings, indemnities etc. as such authorities may require for sub-division of the Plot for the purposes of the Redevelopment.
7. **TO HANDOVER** any area of set back (area affected for road widening), D. P. Road, layout road, right-of-way, reservation, amenities area, etc., to the BMC or any other concerned Authorities and for those purposes to sign and execute all necessary applications / undertaking / indemnities etc. to the concerned authorities.
8. **TO CLAIM** benefit of the set back area (area affected by road widening), D. P. Road, layout road, reservation, amenities area, right of way, etc., from the concerned Authorities and for those purposes to sign and execute all necessary applications / undertaking / indemnities etc. to the concerned Authorities.
9. **TO CARRY OUT** the Redevelopment of the Property including the construction of the New Building on the Plot as per the sanctioned/approved plans and according to specifications and other requirements of MHADA/BMC/ concerned Authorities and for all purposes to

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employ Contractors, Architects, Structural Engineers, RCC Consultants and other professionals, and to sign contracts with contractors and vendors/ suppliers, and to pay their fees, consideration moneys, salaries, wages and all other dues, at the costs of the Developer.

10. **TO REPRESENT** the Society before the Arbitrator or other concerned authorities appointed in respect of the town planning scheme of which the Property may be a part of, and in proceedings before them and make and submit applications, petitions, etc. to them, appear and represent the Society before them in all related matters, file objections, pay betterment charges, receive compensation and/or take possession of any additional area available on revision of the said Scheme.
11. **TO APPLY** from time to time to the MHADA/ BMC and other concerned Authorities for approval of the modifications of the building plans of the New Buildings to be constructed on the Plot.
12. **TO ENTER** upon the Property for the purpose of commencing the Redevelopment thereof including the construction and completion of the New Buildings thereon as per the approved and sanctioned plans by the BMC/ concerned authorities.
13. **TO PAY** various deposits to the and other concerned authorities/ persons as may be necessary for the purpose of carrying out the redevelopment work on the Plot and the construction of the New Building thereon and/or as may be necessary with respect to the Plot and to claim refund of such deposits so paid by the Attorneys and to give effectual receipts in the name of and on behalf of the Society in connection with the refund of such deposits.
14. **TO PAY** necessary charges, deposits and assessments and apply for the review, revision, refund thereof as the Attorneys may think fit and proper.
15. **TO APPORACH** the Board of any other concerned authority appointed under the provisions of Maharashtra Housing and Area Development Authority Act, 1976 or any other authority for development of the said Property under Regulation 33(9) or any other Regulation of the Development Control and Promotion Regulations for Greater Mumbai 2034 (DCPR 2034)
16. **TO APPROACH** the Hydraulic Engineer, City Engineer, and concerned authorities and Officers of MHADA/BMC for the purpose of obtaining various permissions, service connections, including water connection for carrying out and completing the redevelopment of the Property and construction of the New Building on the Plot.
17. TO acquire any additional FSI/ rights from the State Government or BMC or SRA or any other Planning Authority or any other concerned authorities and utilize the same on the said Plot by payment of any premium as more particularly set out in the Development Agreement and also to acquire any FSI or other development potential as may be available for consumption on the said Plot under the applicable provisions of the DCPR either by virtue of surrender of any part or portion of the said Plot which such authorities may require or by making provision of handing over Permanent Transit Camps or otherwise or by payment of any premiums.

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18. **TO REPRESENT** the Society and to deal and correspond with the electric company (be they Reliance Infrastructure Limited or TATA Power Mumbai or Adani Electricity Mumbai Ltd. or BEST or any other), regarding all matters connected with obtaining electric power for the New Building and/or a sub-station, if any, that may be required to be earmarked/ erected/ sub-leased/ handed over and to sign and execute the deeds/ documents/ writings required for such lease/ sub-lease of such portion and to register the same.
19. **TO MAKE** necessary representations including filing of complaints and appeals before the Municipal Tax Assessors of BMC and other concerned authorities including in Courts of competent jurisdiction in regard to the fixation of rateable value in respect of the New Building on the Plot and/or any portion thereon by the Assessors of Municipal Taxes viz., Assessor and Collector, BMC.
20. **TO APPLY** to the MHADA/BMC and other concerned Authorities and obtain water connection to the New Building.
21. **TO MANAGE** the Property and protect the possession thereof in such manner as the Attorneys may think proper, including from encroachments, to engage security guards, fence the Plot, lodge complaints with the police and other authorities whenever required, carry on correspondence, and take other steps as the Attorneys may think proper for the purpose.
22. **TO SETTLE** claims if any injury is suffered by, or death is caused to any labour/workman employed in construction or other work on the Property, as the Attorneys may think proper and necessary, or if any proceedings are adopted by anyone in such matters, to contest/resist the same, and if thought proper compound compromise and/or settle the same, as the Attorneys may think proper.
23. **TO SIGN** all applications, forms, papers, undertakings, affidavits, declarations, terms and conditions etc., as may from time to time be thought necessary or as may be required by the Authorities concerned for utilizing the FSI of some other property by procuring transfer of Development Rights Certificate (DRC) as per Development Control and Promotion Regulations for Greater Mumbai, 2034 or for obtaining TDR/FSI emanating out of the Plot (by virtue of set-back area or DP Road area, layout road or reservation area, amenities area, etc.) and obtain Development Rights Certificate for the same and to transfer such TDR and obtain the required endorsements in the D.R. Certificates as deemed fit by the Attorneys.
24. **TO APPLY** to MHADA/BMC for issuance of the Letter of Intent, Letter of Eligibility and such other permissions/approvals, remarks for grant of TDR/DRC and to collect the original DRC issued from time to time in respect of the Plot.
25. **TO APPLY** for permission to transfer the benefit of TDR permissible from the Plot onto any other property to which such transfer may be permissible by way of TDR (Transfer of Development Rights) and to comply with all relevant requisitions and requirements and obtain appropriate orders thereon.
26. **TO APPROACH** the MHADA/BMC/all other concerned Authorities to obtain FSI in respect of the Property including FSI in respect of staircase, balcony, lift, etc. as per the D.C.P.

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Regulations in force and also other laws, and to use TDR/FSI, Fungible FSI, Premium FSI, etc., for the Project, and for all purposes to sign all agreements and other documents.

27. **IF ANY PART** of the Plot is reserved, acquired or requisitioned or proposed to be so done for any public purpose, to represent the Society in such matters before the concerned Authorities, and oppose/contest such proposals, and/or apply for and get the Plot or portion/s thereof released from such proposals on such terms as the Developer/ Attorneys may think proper, and to claim, demand and receive the compensation due on behalf of the Society whether by way of TDR/ compensatory FSI or pecuniary compensation.
28. **TO SIGN AND EXECUTE** all relevant applications, documents, undertakings, indemnities etc. to avail the loans and/or credit facilities from the banks / financial and credit institutions or any other person for and on behalf of the Society, without creating any charge in respect of the Plot, the Members' Old Premises, Members' New Premises or the Secured Premises.
29. **TO EXECUTE** from time to time agreements under Real Estate (Regulation and Development Act) 2016, and any statutory modification or amendment or thereof or under Maharashtra Ownership Flats Act, as may be applicable, for sale on "ownership basis" in respect of the Developer's Premises (other than the new flats/shops/offices of the Members and the Secured Premises to the extent as stated in the Development Agreement) and allot the Developer's Car-Parking Spaces (other than those reserved for the Members as per the Development Agreement) and to lodge the documents for registration before the Sub-Registrar/s of Assurances on behalf of the Society and admit execution thereof.
30. **TO REPRESENT** the Society before the owners' /holders / occupants of adjoining lands in the matter of fixing boundaries and other related matters, and to enter into commitments with them and carry out the same.
31. **TO APPOINT** from time to time one or more substitute/s to do execute and perform all or any of the matters and things aforesaid generally or for any particular period, and the same substitute/s at pleasure to remove and to appoint another or others in his/her/their place and stead.
32. **IN GENERAL**, to attend to all matters of concerning, affecting or relating to the Property and its Redevelopment and regarding all matters contained in the Development Agreement and as required for rendering these presents valid and effectual, and to do and execute all acts, deeds, matters and things and execute the required documents and writings as the Attorneys may think proper to effectuate the provisions hereof and the terms of the Development Agreement effectively.

THIS POWER OF ATTORNEY shall remain in force from the date of execution of the Development Agreement and is irrevocable till the completion of the construction of the New Building as set out in the Development Agreement and till completion of the sale/ allotment of all of the Developer's Premises (*as defined in the Development Agreement*).

AND GENERALLY, to do, execute and perform any other act, deed or thing whatsoever which in the opinion of the Attorneys ought to be done, executed or performed in relation to or touching

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or concerning the aforesaid matters as fully and effectually in all respects as the Society would do the same personally.

AND THE SOCIETY hereby agrees to ratify and confirm at all times all and whatsoever the Attorney or their substitutes shall lawfully do or cause to be done in or about the Property by virtue hereof.

IN WITNESS WHEREOF, the aforesaid **VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED** through its aforesaid committee members have hereunto set and subscribed our respective signatures at Mumbai this _____ day of _____ 2025.

THE SCHEDULE ABOVE REFERRED TO:
(*Description of the Property*)

Firstly (*Description of the Plot*)-

Freehold plot of land of bearing Plot No. 892, T.P.S IV of Mahim Division, bearing Cadastral Survey No.1261, admeasuring 2072 square yards equivalent to 1,672.54 square meters (as recorded in the Property Register Card thereof) of the plot, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows: - <<< *Boundaries to be confirmed* >>>

On or towards the North	-	by Final Plot No. 888 and partly by Final Plot No. 887 ;;
On or towards the South	-	by Shankar Ghanekar Marg;
On or towards the East	-	by F.P. No. 889 and F.P. No.891;
On or towards the West	-	by FP No. 893 and partly by F.P.No.887.

Secondly (*Description of the Old Building standing on the Plot*)-

- a. The building named "Vishwa Kutir" comprising of ground floor plus three upper floors and part of the fourth floor;
- b. Ancillary structures such as _____, etc.

The Common Seal of the within named "Society")	Signatures	Thumb Impressions	Photographs
VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED)			

has hereunto been affixed pursuant to the)
resolution passed at its Special General)
Body Meeting held on _____ in the pres-)
ence of)

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1)	<i>Chairman</i>))))	
2)	<i>Secretary</i>)))	
3)	<i>MC Member</i>)))	
who, in token thereof, have hereunto set and subscribed their respective hands this _____ day of _____ 2025))	

WE ACCEPT-

M/s. Mayfair Housing



PHOTO

(Signature & L.H. Thumb Impression of Dr. Nayan A. Shah)



PHOTO

(Signature & L.H. Thumb Impression of Mr. _____)

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