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**POWER OF ATTORNEY**

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BY

**SIMLA HOUSE ~~CO-OPERATIVE HOUSING SOCIETY LIMITED~~ CO-OPERATIVE HOUSING SOCIETY LIMITED**

**("SOCIETY")**

IN FAVOUR OF

**KEYSTONE REALTORS LIMITED**

**("ATTORNEY")**

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## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,

**SIMLA HOUSE CO-OPERATIVE HOUSING SOCIETY LIMITED**, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM/HSG/1688 of 1969 dated [●] having PAN [●] and having its address at 51/B, Laxmibai Jagmohandas Marg, Malabar Hill, Mumbai – 400026, represented through its office bearers viz. Hon. Chairperson, Mr. [●], Hon. Secretary, Mr. [●] and Hon. Treasurer, Mr. [●], authorized vide resolution dated [●] (hereinafter referred to as 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:

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**WHEREAS:**

- A. The Society is the owner of and solely and absolutely seized and possessed of, or otherwise well and sufficiently entitled to all that pieces and parcels of land being a part of larger land bearing Cadastral Survey Nos. 442, 443 and 444 of Malabar and Cumballa Hill Division and identified as Plot 'B' admeasuring 11,850 square yards equivalent to 9,908.14 square meters or thereabouts (as per the Indenture dated 2nd May 1972) and admeasuring 9,371.70 square meters or thereabouts and situated on Cadastral Survey No. 444 (Part) (as per physical site verification) ("**Land**") together with 5 (five) buildings ("**Existing Building/s**") standing thereon, each consisting of ground plus 6 (six) upper floors, situate, lying and being at 51/B Laxmibai Jagmohandas Marg, Mumbai – 400026. The said Land and the Existing Building are hereinafter referred to ("**Property**"). The Property is more particularly described in the **Schedule "A"** written hereunder.
- B. The Society is desirous of redeveloping the said Property after demolition of the Existing Building standing thereon and constructing new building(s)/structure(s) on the Land under the provisions of Regulation 33(9) of Development Control and Promotion Regulation 2034 ("**DCPR 2034**").
- C. Accordingly, after following due process under law, by a Development Agreement dated \_\_\_\_\_, ("**Development Agreement**"), executed by and between the Society, ~~its Existing Members~~, and Keystone Realtors Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of Companies Act, 2013 having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai – 400069 acting through its authorized signatory Mr. [●] authorized vide board resolution dated [●], and registered with the office of Sub-Registrar of Assurances under Serial No. \_\_\_\_\_, the Society has granted the

redevelopment rights in respect of the said Property in favour of the Developer on the terms and conditions mentioned therein. All capitalised terms used but not defined herein shall have the same meaning as ascribed to them in the Development Agreement.

- D. As per the terms and conditions of the Development Agreement, the Society has agreed to execute a power of attorney in favour of the Developer for the purpose of obtaining necessary approvals/permission/consents and do all other incidental and ancillary acts, deeds, things and matters as necessary and required for the Redevelopment of the Property.
- E. It is further confirmed that the Development Agreement is duly stamped under Receipt No. \_\_\_\_\_ at the office of the Deputy Inspector General & Registration and Deputy Collector of Stamps Mumbai under the provisions of Article 5(g-a) of Schedule I of the Maharashtra Stamp Act, 1958 and hence in accordance with the second proviso under Article 48(g), this Power of Attorney is stamped with stamp duty of Rs. 500 (Rupees Five Hundred Only). A copy of the receipt evidencing the payment of stamp duty on the Development Agreement is annexed hereto as **Annexure- "A"**.

**NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH** that, We, **Simla House Co-Operative Housing Society Limited** through its office bearers viz. Hon. Chairperson, [●], Hon. Secretary, [●] and Hon. Treasurer, [●], authorized vide resolution dated [●], do hereby irrevocably nominate, constitute and appoint Keystone Realtors Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and deemed to be existing under provisions of Companies Act, 2013 having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai – 400069 through its any of the directors and/or authorized signatory (hereinafter referred to as "**the said Attorney**"), to act for it in the name and on behalf of the Society and as its act and deed

and as the true and lawful Attorney of the Society, to do execute and perform jointly or severally all or any of the several acts, deeds, matters and things hereinafter appearing:

1. **TO UTILISE** and consume the development potential by way of utilizing the entire FSI including, Original FSI/Built-Up Area utilized and exploited in respect of Existing Buildings, Base FSI, Fungible FSI, Additional FSI, special FSI, compensatory FSI, incentive FSI, premium FSI, FSI/TDR due to any road setback reservation handover, FSI due to availability of higher habitable area pursuant to change in the policy under 33(9) of DCPR 2034 and/or any other FSI (that maybe acquired in any manner) (as defined under the Development Agreement), for construction and Redevelopment of the Property, as may be legally permissible from time to time in terms of the Development Agreement and to construct the New Building/s on the Property utilizing such FSI including, Original FSI/Built-Up Area utilized and exploited in respect of Existing Buildings, Base FSI, Fungible FSI, Additional FSI, special FSI, compensatory FSI, incentive FSI, premium FSI, FSI/TDR due to any road setback reservation handover, FSI due to availability of higher habitable area pursuant to change in the policy under Regulation No. 33(9) of DCPR 2034, in accordance with the terms of the Development Agreement.
2. **TO MAKE** applications to the BMC and/or any Concerned Government Authority for the purpose of obtaining intimation of disapproval (“**IOD**”), commencement certificate (“**CC**”), occupation certificate (“**OC**”) and/or completion certificate, sanction layout plans, in respect of the New Building/s to be constructed on the Property and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection and other service connections and incidental matters and works which are required to be carried out and/or to be done for becoming eligible for grant of such full CC, OC and building completion certificate (full or part), and for the aforesaid purpose to sign, execute all applications, plans,

specifications, writings, affidavits, undertakings, indemnities, deeds and documents as may be required in accordance with the terms of the Development Agreement.

3. **TO APPLY FOR** and obtain permissions, sanctions or approvals in respect of the Redevelopment and for the purpose of making all applications, petitions and representations to the office of Collector, Office of Superintendent of Land Records, office of City Survey Office and authorities under the Maharashtra Land Revenue Code 1966 or any other Concerned Government Authority/ies either personally or through any stipulation or a condition, which may be imposed by such authority or authorities as the case may be.
4. **TO IDENTIFY, SELECT, APPOINT OR NOMINATE**, engage and authorize Architects, Structural Engineers, R.C.C. Consultants, Electrical Contractors, valuers and surveyors or any other consultants / professionals or other person or persons and to modify the terms of their engagement and to remove them or any of them, to appoint in their place any other Architects, Structural Engineers, R.C.C. Consultants and, Electrical Contractors ~~and Legal Advisor~~, valuers and surveyors, and to pay them such fees and remuneration as the Attorney shall deem fit and for that purpose to sign, execute, deliver and file necessary contract and authority letters or other necessary documents to act or any other papers or any other necessary authorities in connection with the ~~redevelopment~~Redevelopment of the Property.
5. **TO HAND OVER**, surrender and/or transfer the portion/s of the Property, which may now or hereafter be notified for, designated as and/or affected by any reservation, any set-back for road widening and/or amenity open space, if any, out of the Property to the BMC or any Concerned Government Authority/ies and to claim the FSI or TDR or any other benefit for use on the Property and, for that purpose, to sign all such deeds, documents, undertakings, affidavits, etc. for and on behalf of the Society and thereupon to carry out and effect the necessary

amendments and mutations in the records of the aforesaid authorities and the City Survey & Land Records authorities and to lodge such deeds, documents, undertakings, affidavits, etc. for registration with the office of the concerned Sub-Registrar of Assurances in order to effectuate the transfer of such portion of the said Land.

6. **TO PURCHASE** and acquire in the name of the Society the maximum TDR/ FSI, at the Attorneys own cost, generated pursuant to handover of any set-back area/reservation to the BMC or any Concerned Government Authorities, and utilise and consume the same for the purpose of Redevelopment of the Property in accordance with the provisions of DCPR 2034 and the BMC rules and regulations and/or any amendment thereto and for this purpose and to submit to BMC and/or other Concerned Government Authorities and obtain sanctions to the plans or amendments thereto and further for this purpose to sign and execute deeds/documents/agreements/writings for acquisition/purchase of such TDR/FSI granted as above on such terms and conditions as the Attorneys may deem fit. It is hereby clarified that any amendment in the plans will be strictly in accordance with the terms and conditions of the Development Agreement. It is hereby agreed that, in case any part of the TDR generated due to the efforts by the Developer to be utilized in the Redevelopment of the Property remains unutilized, the Developer shall be entitled to deal with and dispose of the same in the manner it deems fit in the manner as set out in the Development Agreement.
7. **TO APPLY FOR** and obtain certified copies of the plan, survey, measurement, demarcation of boundaries, area certificate, extracts with respect to the Property and to make such applications and execute such applications, letters or documents, as maybe required by such authorities or any of them for any work regarding survey measurements, demarcation of boundaries, area certificate etc in respect of the Property.
8. **TO DO** and carry out and/or authorise to do and carry out and/or cause

to be done and carried out all the acts, deeds, matters and things and exercise all rights for the same and for full and complete redevelopment of the Property as envisaged under the Development Agreement.

9. **TO PREPARE** and submit plans and specifications, etc. in respect of Redevelopment of the Property and construct of New Building/s on the Property and for that purpose to apply to the SRA, BMC, Civil Aviation Authorities, Pollution Control Boards, Environmental and Ecological Authorities including Ministry of Environment, Forest & Climate Change of the Government of India (“**MOEF**”), Mumbai Metropolitan Region Development Authority (“**MMRDA**”), National Coastal Zone Management Authority (“**NCZMA**”), Maharashtra Coastal Zone Management Authority (“**MCZMA**”), Maharashtra Housing and Area Development Authority (“**MHADA**”), Defence Authorities, the City Survey & Land Records Authorities, High Power Committee (“**HPC**”), Urban Development Department of the Government of Maharashtra, Housing Department of Government of Maharashtra, Revenue and Forest Department of the Government of Maharashtra, Electricity Department, Water and Sewerage Department, the authorities and officers under the Maharashtra Regional and Town Planning Act, 1966, the Chief Fire Officer and other concerned Fire Brigade Authorities, Town Planning Authorities, the Competent Authorities constituted / appointed under the Urban Land (Ceiling and Regulation) Act, 1976 (since repealed), and all other development authorities, and/or any other Concerned Government Authority or, local/state/central political representatives, Indian Institute of Technology Bombay (IIT-B), Veermata Jijabai Technological Institute, Mumbai (VJTI) and any other similar agency as may be identified by the Concerned Government Authorities, for the purpose of obtaining their approvals, sanctions, permissions for amendments, revisions, modifications, alterations, rectifications, additions and/or deletions to such building plans and specifications and/or extension, renewal and revalidation thereof and for the purpose of the aforesaid to sign and execute in the name and on behalf of the Society all building plans,

layout plans, specifications, applications, undertakings, affidavits, declarations, authority letters, indemnity, petitions, writings and other papers required by the Concerned Government Authorities or any of them in relation to all things or matters for or concerning sanctioning or approving plans for Redevelopment of the Property, construction of New Building/s and providing amenities on the Property and/or to the buildings to be constructed thereon. Provided however that, all such amendment in the plan, drawing or design will be done in accordance with the terms and conditions of the Development Agreement and apply for, deal with, appear before and obtain from the Concerned Government Authorities all such orders, certificates, approvals, permissions, extensions, modifications, clearances, sanctions as may be necessary for the full, free, uninterrupted and exclusive ~~Development~~Redevelopment of the said Property.

10. To carry out compliance of all the terms and conditions of layout of the said Property and for that purpose to do all acts, deeds, things and matters and to sign execute, deliver any undertaking, declaration, affidavit, bond, deeds, documents etc. as may be required by the authorities concerned and get the same registered with the concerned office of the registrar only in accordance with the terms of the Development Agreement.
11. To do, perform and execute such further acts, deeds, matters and things and to take steps for keeping all orders passed by the Concerned Government Authority/ies pertaining to the development of the said Property, orders, commencement certificates and other such permissions granted by the Concerned Government Authority/ies, valid and subsisting and to renew the said orders and Commencement Certificate from time to time;
12. To carry out all the requisitions that may be made by any of the Concerned Government Authorities in connection with the plans and approvals in respect of the New Building/s to be constructed on the said

Property and specification or the amendments, alterations or additions submitted to such Concerned Government Authorities and to construct the said New Building/s as per the building plans sanctioned by the Concerned Government Authorities;

13. **TO PAY** to the, BMC and/or other Concerned Government Authorities the deposits, charges and other amounts (except any costs or charges payable due to any restriction on title/redevelopment of the said Property) required to be paid in relation to redevelopment of the said Property and construction of the New Buildings on the said Land as the Attorney deem fit and proper and ask for refund of such deposits/amounts paid by them and to apply for and obtain from the BMC or any other Concerned Government Authority necessary permission or no objection certificate for drainage connection, water connection, and other no objection certificate for the purposes aforesaid and to sign and execute in the name of the Society or in our names and on our behalf all necessary plans, applications, undertakings affidavits, documents and papers as the Attorney may require in accordance with the terms and conditions of the Development Agreement.
  
14. To make, sign, execute, submit and address all applications, forms, declarations, documents, undertakings, papers, plans, writings, indemnity bonds, letters, communications, returns, representations, statements, terms, conditions, etc., to or before all competent authorities and statutory authorities including SRA, BMC, MOEF, NCZMA, MCZMA, MMRDA, Urban Development Department of the State of Maharashtra, Revenue and Forests Department of the State of Maharashtra, Housing Department of Government of Maharashtra, Central Government, Collector, Maharashtra Pollution Control Board, Airport Authority of India, the Maharashtra State Electricity Distribution Company Limited, Adani Infrastructure Limited, the Tata Power Company Limited, Brihanmumbai Electricity Supply and Transport Undertaking (BEST), Mahanagar Telephone Nigam Limited (MTNL), Mahanagar Gas Limited, Commissioner of Police and other Police Authorities, Maharashtra

Pollution Control Board, and/or all public and private suppliers / providers of utilities and services, and also the obtainment from them of all approvals, permissions, sanctions, exemptions and orders as may be necessary to carry out and/or implement any of the terms, provisions and purposes herein contained with respect to the Redevelopment, for which purpose, the Society shall extend the necessary co-operation as may be required;

15. To obtain Additional FSI rights by whatever name called including by way of, Fungible FSI, incentive FSI, special FSI, compensatory FSI, premium FSI or any other names, TDR, and utilise the same upon the said Land and for the same purpose to obtain all required sanctions and confirmations and certificates from the MCGM and other Concerned Government Authorities and sign and execute all such applications, forms, declarations, undertakings or any other documents as may be necessary to acquire such Additional FSI, Fungible FSI, special FSI, compensatory FSI, Premium FSI, TDR and to load the same upon the said Land as per the terms of the Development Agreement;
16. **TO MAKE** application/s to have suspended or disconnected or for obtaining any or all service and utility connections installed in respect of the said Property or any part/s thereof, including water, gas, electricity, internet and telephone connections, and for such purposes, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute and submit to the BMC and/or Tata Power and/or Adani Power and / or Mahanagar Gas Limited and/or any other concerned electricity, power and utility providers, and all other concerned service and utility providers and suppliers and Concerned Government Authorities, all necessary applications, forms, indemnities, undertakings, affidavits, declarations, documents and writings, and to pay all charges, fees, premium, deposits, amounts and levies whatsoever thereof, and to obtain refund thereof.
17. **TO DEAL**, correspond with and to appear and represent the Society

before the concerned electricity/power providers and/or any other public or private body, Concerned Government Authority/ies and/or person, for removing, shifting or relocating any existing electricity sub-station/s or distribution kiosk/s on the said Property, and/or for obtaining electricity and power lines, cables and connections during the course of construction and development and for and in respect of the New Building/s, and to do and perform all necessary acts, deeds, matters and things for the same, including to construct and install or permit to be constructed and installed new electricity sub-station/s and/or distribution kiosk/s on the said Property, and to hand over and/or transfer (by way of lease, licence or otherwise) to the concerned electricity / power providers and/or such other public or private body, authority and/or person (as the case may be), the portion/s of the said Property whereon the same is/are constructed and installed, in such manner and on such terms, conditions, covenants and provisions as may be required by or agreed upon by the Attorneys, and for these purposes, to cancel, terminate, vary and/or amend any agreements, deeds, documents and/or writings which may have been executed heretofore in respect of any existing electricity sub-station/s or distribution kiosk/s on the said Property, and to sign, execute, register (if required) and submit all necessary applications, forms, statements, affidavits, declarations, undertakings, indemnities, agreements, sub-lease and/or licence documents, and other deeds, documents, instruments and writings, and to pay all necessary charges, fees, premium, deposits and other amounts whatsoever, and to do and perform all other necessary acts, deeds, things and matters.

18. **TO CORRESPOND** with the Concerned Government Authorities including the State Government and/or Central Government in all their departments for any matter in connection with or relating or touching Redevelopment of the Property.
19. **TO REPRESENT** the Society and to appear before the Collector of Mumbai, Divisional Commissioner, Mamlatdar Tahsildar, BMC, SRA, Talathi, Revenue Authorities, City Survey Officer, Consolidation Officer

or any other authorities or bodies, including the State Government and/or Central Government in all their departments for any matter relating to or in connection with taxes or assessment payable in respect to the said Property, and do all such correspondence with them and such departments in respect of the said Property.

20. **TO APPEAR** on behalf of the Society before all Concerned Government Authorities and parties, sign and execute all necessary applications, forms, appeals, indemnities, declarations and undertakings and to make such agreements and arrangements or any other deeds or documents with the Concerned Government Authorities as may be necessary, required or advisable for or in connection with redevelopment of the said Property or construction of New Building/s thereon as per the terms and conditions of the Development Agreement.
  
21. To apply, proceed and/or continue with applications made or which may be made for exemption/deletion and/or release from reservations and/or permission of the authorities concerned including the Collector, Talati, Mamlatdar, Tahsildar, Government of Maharashtra, Town Planning Authority and other public and semi-public authorities, Commissioner of Police, Police department, City Fire Brigade and Municipal officers and in all Central and State Government Departments including offices of the Collector of Land Revenue, or any other Revenue Authority including S.L.R. Officer, City Survey Office and other local offices or such other authorities under all the laws and statutes for the purpose of development of the said Land and also to appear before them and also if necessary to sign all the applications or documents and also to appear before all Appellate Authorities under the said Act and/or statute in connection with the development of the said Land as aforesaid and to surrender such part or portion of the said Land to the authorities, person etc. as may be directed by the authorities concerned and/or to receive compensation in form of TDR/FSI to be loaded on/in the Project and to do all acts, deeds, things and matters and to carry out all the requisitions that may be made by all the Concerned Government Authorities or all

the officers of such authorities.

22. To take all decisions with respect to the lay-out, design, aesthetics, planning, development, quality, amenities, lay-out infrastructure of the New Building/s and the planning of the development of the said Property in accordance with the terms and in the manner as set out in the Development Agreement.
23. To attend to all the Concerned Government Authorities and to make necessary payments and deposits in accordance with the terms of the Development Agreement towards the Development Charges, Security Deposits, Scrutiny Fees/ Deposits, Premium/s, Open Space Deficiency Premium, Fungible Premium, etc. and as the case may be in connection with the development of the said Property 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 to give proper receipt/s and discharge/s for the same.
24. To undertake all liaising activities with all statutory authorities and regulatory bodies in respect of the Redevelopment, including, but not limited, to liaising activities as may be required for obtaining land clearances, and all permissions and consents relating to open space deficiency, staircase, lift and lobby, enclosed balcony, infrastructure development, sale scrutiny, high-rise approval, civil aviation, environmental clearance, layout scrutiny, project layout, basement, sewerage, fungible FSI etc. and as may be required for smoothly and efficiently carrying out and completing the entire Redevelopment and construction of the said Property.
25. To apply to the Concerned Government Authorities for procuring cement, steel and other materials necessary for the Redevelopment of the said Property by construction of New Buildings thereon and to sign, execute such applications, undertakings, memorandum, writings etc. for

the said purpose and in this regard to also appear and represent us before the Concerned Government Authority/ies.

26. To conduct geographical investigation and topographical survey in respect of the said Property.
27. To identify construction contractors to execute the necessary construction of the New Buildings, including the Members New Area and Developer's Area and Common Areas and Facilities and such other infrastructure in the redevelopment of the said Property and the layout thereof and to negotiate their terms of appointment and to amend/modify such terms and to replace/substitute such contractors.
28. To negotiate with all the construction contractors and vendors and sign necessary agreements as may be required for the supply, equipment materials, systems and processes for the construction and implementation of the redevelopment of the said Property in accordance with terms of the Development Agreement.
29. To appoint design architect for the Project and in this regard to execute appointment letters or work order or any other similar document.
30. To make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/statutory authorities and/or public /private utilities relating to the redevelopment of the said Property in the manner envisaged herein.
31. To appoint from time-to-time other third-party advisors, project management consultants etc., as the Attorney may deem fit and to execute appointment letters or work order or any other similar document with them for the purpose of carry out such acts as shall be recorded in the appointment letters or work order or other document so executed.
32. To appoint third party management/s for the maintenance and upkeep

of the said layout of the said Property and the Society shall execute the necessary documents as may be required in that regard subject to approval of the Society regarding the payment to be made to such third party management.

33. To designate any spaces/areas on the said Property for third party service providers, for facilitating provision and maintenance of utility services.

~~To enter upon the said Property for the purpose of exercise of the development rights granted by the Society unto the Developer in the manner and on the terms as provided for in the Development Agreement and continue to remain in possession of the said Property for the purpose of redevelopment of the said Property till (i) the completion of the redevelopment of the said Property and (ii) the marketing of the Developer's Area till the prospective Purchasers of the Developer's Area (except the Reserved Area as provided for in the Development Agreement) and the Developer for the unsold premises forming part of Developer's Area is admitted as a member of the Society, in accordance with the terms of the Development Agreement and thereafter to remove themselves and their agents, employees, officers, contractors, workers and labourers from the said Property~~

- ~~34. To demolish all the structures and part thereof on the said Property including the Existing Buildings and to construct the New Buildings on the terms and in the manner as provided for in the Development Agreement and the debris on such demolition shall belong to Developer and the Developer shall be entitled to appropriate the same;~~

~~**(DSK Note: This Developer will do in its own capacity under the Development Agreement and not as CA to the Society. Thus, deleted)**~~

~~**(DSK Note: This Developer will do in its own capacity under the Development Agreement and not as CA to the Society. Thus, deleted)**~~

- ~~35:34.~~ To prepare, sign, execute all applications, forms, undertakings, writings etc., for the obtainment of all necessary permissions, consents,

approvals, no objection certificates from the concerned authorities with respect to demolition of the said Existing Buildings and other ancillary structures on the said Land and dumping of the debris therefrom.

~~36.35.~~ To construct, remove, dismantle, destroy, repair and maintain the boundary walls on the said Land.

~~37. To direct the construction team and to plan and mobilize all the resources for the effective implementation of the redevelopment.~~

**(DSK Note: This Developer will do in its own capacity under the Development Agreement and not as CA to the Society. Thus, deleted)**

~~38.36.~~ To make, sign, execute, submit necessary applications, undertakings, indemnities for obtainment of water connection, sewerage connection, electricity connection, gas connection and other connections, as may be required for the said Property and for that purpose to also approach and represent us before the requisite authorities including the hydraulic engineer, city engineer and/or any other Concerned / Government Authority ies;

~~39.37.~~ To carry out and comply with all the conditions contained in the development / redevelopment permissions / approvals / consents as may be obtained from time to time;

~~40. To undertake the actual construction and redevelopment of the said Property including construction of the New Building/s, the layout, the infrastructure on/in the said Land, roads, infrastructure, parking, landscaping, electrification, basic facilities as per the Development Agreement and sanctioned plans.~~

**(DSK Note: This Developer will do in its own capacity under the Development Agreement and not as CA to the Society. Thus,**

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41-38. To access the common areas and facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the said Land.

42-39. To carry out all the infrastructural work including levelling of the said Land, laying of roads, street lights, water storage facilities (including tanks and pumps), water mains, sewages, storm water drains, recreation gardens, boundary walls, drainage facilities, electrical sub-stations, and all other common areas and facilities as may be required by any approval, layout plan or order of any governmental / semi-governmental authority.

43-40. To bear and pay all outgoings and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments taxes for the said Land, property taxes, N.A. assessments and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Property including the electricity charges and water charges to BMC and other statutory authorities for the period from the Vacation Date till the Final Completion Date as provided for in the Development Agreement.

44-41. To make, sign, submit, revise and upload all filings, declarations (including executing the declaration of the Society as 'promoter', only if required and mandated as per the applicable provisions of RERA in respect of the redevelopment of the said Property), submissions, representations, replies, statements etc. to be made from time to time with the Maharashtra Real Estate Regulatory Authority under the provisions of RERA, including for obtainment of RERA Certificate with respect to the Developer's Area that may be designated as 'real estate project(s)', and also any and all filings / submissions / representations under RERA as may be required from time to time. The Developer shall be solely entitled to make and finalise all such filings, submissions,

representations, replies, statements etc., including for the purpose of withdrawing its monies/consideration from time to time

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45-42. To prepare and submit all necessary applications, forms and undertakings with the Concerned Government Authorities, for and on behalf of the Society, for sub-division of the said Land for the regulatory purposes as may be required for the Redevelopment in terms of the Development Agreement and to comply with the requirements of the Concerned Government Authorities.

46-43. To apply to and/or approach/appear before, the Collector, Asst. Collector of BMC, the City Survey Office, Superintendent of Land Records, District Inspector of Land Records and all the concerned authorities for the purpose of the area correction of the said Property as described in the Schedule hereunder written and mutation of the name of Society in the extract of the Property Register Cards and in the manner the said Attorney/s may deem fit and proper in its absolute discretion.

47-44. TO MATERIALIZE the said Property or any part thereof by way of levelling the same and/or filling the same and/or constructing roads, internal infrastructure of the lay out, providing street lights and by laying electric cables, laying water main pipe lines and drainage etc., electric sub-station constructing shed/sheds go-downs and site offices for the purpose of effective development of the said Property or any part thereof.

48-45. TO MAKE applications and appear before Concerned Government Authorities including, but not limited to, the all departments of the State Government, Mamlatdar, Tahsildar, Superintendent of Land Record, Deputy District Collector, Collector, City Survey Authority, District Inspector Land Record Office (DILR) and/or any other revenue authority for the rectification in the area of the said Land and make changes/ additions/ alterations in the Property Register Card of Cadastral Survey

Nos. 442, 443 and 444 and land revenue records of the said Property for rectifying the area of the said Land, if required.

49-46. To do and perform all acts, deeds, matters and things necessary for the protection and preservation of the said Property, and for securing and safeguarding the said Land, including but not limited to appointing and engaging agencies/security guards in respect thereof, and/or by installing security equipment, and/or by strengthening, constructing and/or reconstructing the boundary walls and fences thereof, lodging complaints with any Concerned Government Authorities including local police station and to effect insurance in respect of the New Building/s, in such manner as the said Attorney may deem fit and proper and for these purposes to make, sign, execute, address, submit, appointment letters, work order, engagement letters, forms, undertakings, applications etc., as may be required;

50-47. TO MAKE applications to the Concerned Government Authorities for the purpose of surveying the said Property and for constructing boundary lines and/or putting fencing and for the purposes aforesaid to sign and execute in the name of the Society necessary applications, documents, writings, forms and papers as may be required and upon such survey being done to execute on behalf of the Society deed/deeds of rectification, supplemental agreements or any other writings or writing confirming the variation of the area of the said Property and to do all necessary acts, deeds, things and matters including presenting and getting such documents registered with the authorities concerned including Municipal, Revenue etc.

51-48. AND ALSO for better and more efficient doing, effecting and perfecting the several matters and things aforesaid to appoint from time to time or generally such person or persons as the Attorney may think fit as substitute/s or deputy/s to do, execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes

at pleasure to remove and to appoint another or others in his place or their places and\ the Society hereby agree at all times to ratify and confirm whatsoever the Attorney or any such substitute/s or deputy/s shall lawfully do or cause to be done in respect of the said Property. It is however clarified here that such substitute(s) / deputy(s) shall only be another director of the Developer.

52-49. To take all steps under the provisions of the Development Agreement in respect of the redevelopment of said Property and to take all steps for the purpose of enforcement of and giving effect to the Development Agreement and for that purpose to carry on correspondence and make representations to any person/s or party or Body or Authority and do all acts, deeds, matters and things as the said Attorney may desire or deem fit and proper;

53-50. AND GENERALLY to do everything whatsoever, which may be deemed necessary, proper or expedient for development of the said Property, but as per the terms and conditions of the Development Agreement, and which the Society could do by itself or by its successors if personally present and if this power had not been executed.

54-51. AND GENERALLY to do, execute and perform and cause to be done, executed and performed all acts, deeds, matters and things, as the Attorney shall think fit and proper for the purpose of redevelopment of the said Property, but only as per the terms and conditions of the Development Agreement, as amply and effectually as the Society itself and/or its successors could have personally done.

**IT IS HEREBY FURTHER DECLARED** that all costs, charges and expenses of and incidental to any acts, deeds, matters and things done or caused to be done by the Attorney in or about exercise of the powers and authorities herein contained, shall be borne and paid by the Attorney and the Attorney shall be responsible for the same and they have agreed to indemnify the Society and the office bearers and keep the Society and the office bearers

fully indemnified from and against payment of the aforesaid costs, charges and expenses incurred in exercise of the powers and authorities conferred herein and from and against any notices, actions or proceedings and/or any loss and damage that may be caused to the Society and/or the office bearers by reason of the Attorney doing or causing to be done any acts, deeds, matters or things by virtue of these presents.

**AND** the Society does and doth hereby agree to confirm and ratify all and whatsoever the Attorney shall lawfully do or cause to be done in respect of the said Property, subject to the same being done in the manner and in accordance with the terms and conditions of the Development Agreement, by virtue of these presents, and the same shall be binding upon the Society in the same manner as if the same was done by the Society.

**AND IT IS HEREBY FURTHER AGREED AND CONFIRMED THAT** the Attorney do hereby agree to indemnify and keep indemnified the Society and its office-bearers, against any claims, demands, actions and/or proceedings and/or loss or damages that the Society and/or its office bearers may suffer or having to pay as a consequence of the powers and authorities herein conferred on the Attorneys in pursuance of the terms and conditions contained in the Development Agreement.

**AND IT IS HEREBY FURTHER AGREED AND CONFIRMED THAT** the powers and authorities herein conferred on the Attorneys shall remain valid until Redevelopment of the said Property is completed and however, the same shall be co-extensive and co-terminus with the Development Agreement and that this power of attorney automatically stands revoked if the Society takes over redevelopment activities, in the manner as provided for under the Development Agreement. If the Development Agreement is terminated, this power of Attorney shall ipso facto come to an end.

**IN WITNESS WHEREOF**, the **SOCIETY**, have hereunto set their hands at

Mumbai aforesaid this \_\_\_\_\_ day of \_\_\_\_\_.

**SCHEDULE "A"**  
**(Description of the said Property)**

**ALL THAT** pieces and parcels of land being a part of the larger land bearing Cadastral Survey No. 442, 443 and 444 (Part) of Malabar and Cumballa Hill Division and identified as Plot 'B' admeasuring 11,850 square yards equivalent to 9,908.14 square meters or thereabouts (as per the Indenture dated 2nd May 1972) and admeasuring 9,371.70 square meters or thereabouts and situated on Cadastral Survey No. 444 (Part) (as per physical site verification) together with 5 (five) buildings standing thereon each consisting of ground plus 6 (six) upper floors and situated, lying and being at 51/B Laxmibai Jagmohandas Marg, Mumbai - 400026 and as bounded by Land as follows:

On or towards East:       By [●];

On or towards West:       By [●];

On or towards North:       By [●];

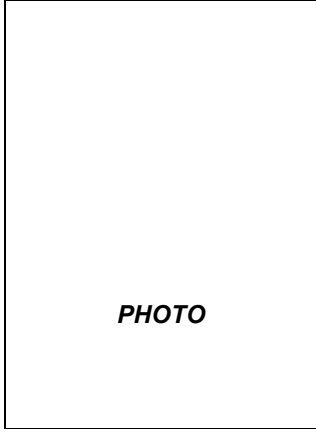
On or towards South:       By [●];

**SEAL** of the within named the "**SOCIETY**"  
**SIMLA HOUSE CO-OPERATIVE HOUSING SOCIETY LIMITED**, has been hereunto affixed pursuant to the resolutions passed by the members of the Society at its SGBM held on \_\_\_\_\_

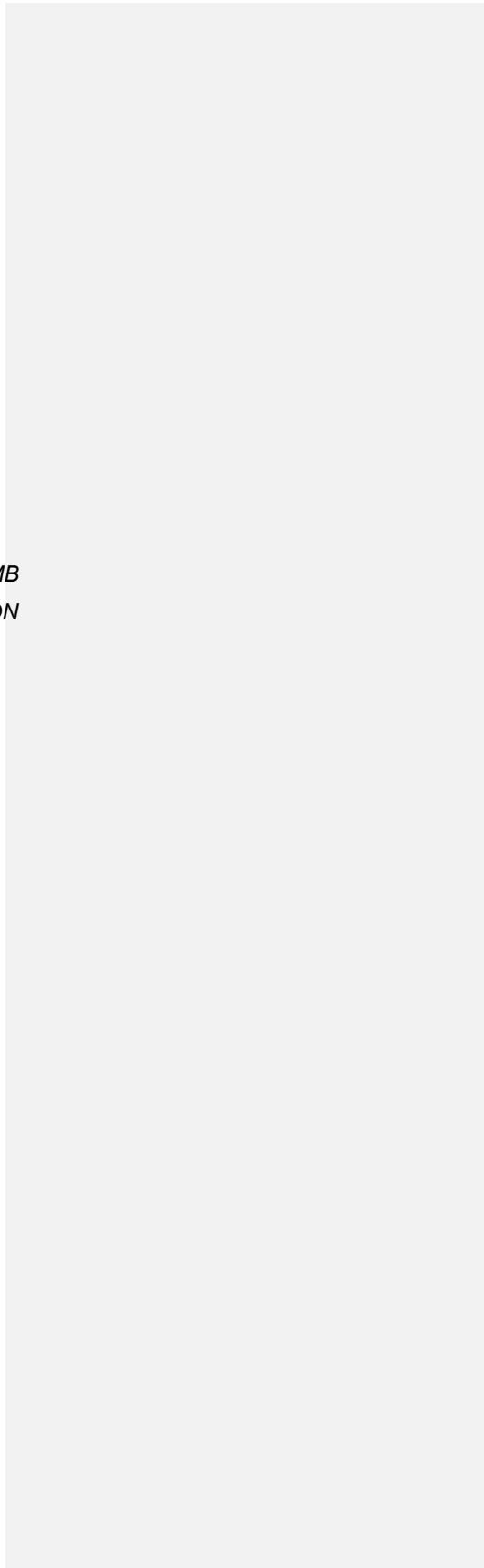
by the hands of

\_\_\_\_\_

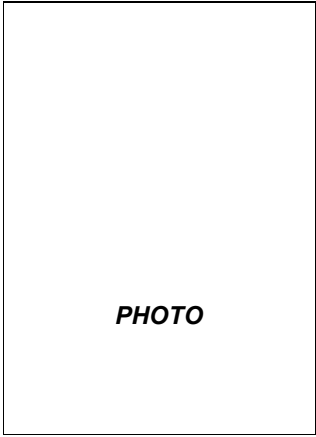
\_\_\_\_\_  
**(Chairman)**



*LEFT THUMB  
IMPRESSION*

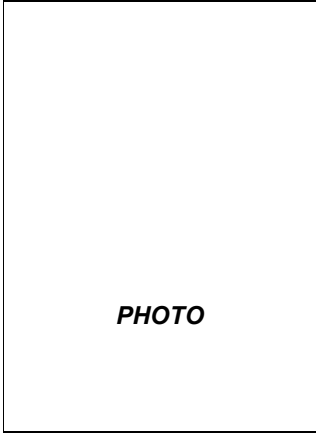


\_\_\_\_\_  
**Mr. \_\_\_\_\_**  
**(Secretary)**



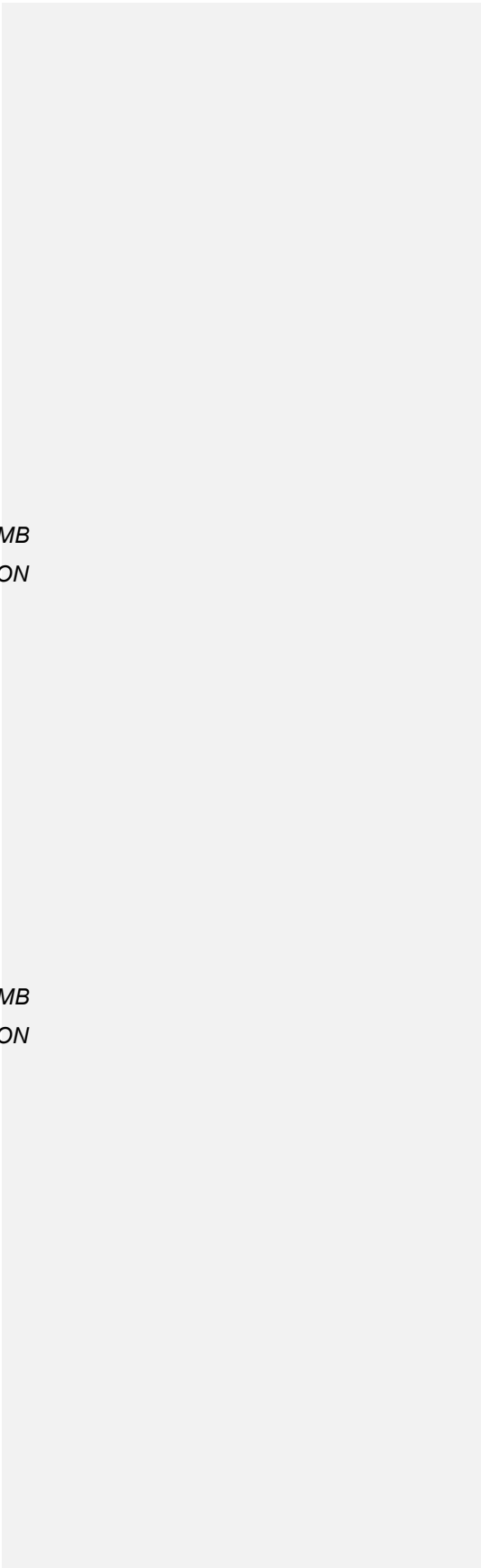
*LEFT THUMB  
IMPRESSION*

\_\_\_\_\_  
**Mr. \_\_\_\_\_**  
**(Treasurer)**



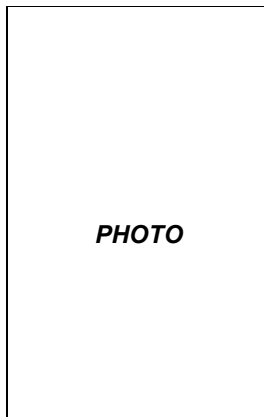
*LEFT THUMB  
IMPRESSION*

In the presence of:



**SIGNED, SEALED AND DELIVERED BY**  
the withinnamed **"DEVELOPER"**  
**KEYSTONE REALTORS LIMITED** through  
the hands of its authorized signatory  
pursuant to the resolution passed by the  
Board of Directors in its Meeting held on  
\_\_\_\_\_

Mr. \_\_\_\_\_



*LEFT THUMB  
IMPRESSION*

In the presence of:

Signed, Sealed And Delivered By)

\_\_\_\_\_  
\_\_\_\_\_

