



Tokio Marine Insurance Co., Ltd.

3,25, 11, 88

2011-12

2011-12

2011

प्रावर्ती

प्रावर्ती क्र. : 10314

ग्राहक नाम हरियाली

दिनांक 27/12/2011

दस्तावेजोंका अनुक्रमणिका धरती - 10277 - 2011

दस्तावेजोंका प्रकार कर्जा-पत्र 1000 रुपये अतिरिक्त फिवा पत्र सह समुदाय

DELIVERED

सदर करणारोंने नारःश्री राम डेपुलमने से अतिरिक्त श्री दिनेश अर. महेशिवा

संख्या 101

101

संख्या 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

1060.00

संख्या 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

1060.00

अपणाल हा दस्त अंदाजे 5.20% हा वेडेंस फिक्सेड

DELIVERED

दुय्यम निबंधक

सह दुय्यम निबंधक

सह. दुय्यम निबंधक
कुर्ली-३ (वर्ग-२)

धरती मूल्य: 22193500 रु. धरती मूल्य: 20800000 रु.

संस्थाने मुद्रांक शुल्क: 1190000

दस्तावेजोंका प्रकार धरती-पत्र

धरती नाम धरती, धरती-पत्र, धरती-पत्र, धरती-पत्र

धरती-पत्रांक शुल्क: 200000, धरती-पत्रांक शुल्क: 200000

Page 1 of 1

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 001

221676

E

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. 88135

Receipt Date: 15-DEC-11

Received From: SHREE DHAM DEVELOPERS

On Account of: INSUFFICIENT STAMP DUTY

Counter No. CNT-2

Mode of Payment

DD/PO/CHO
RBI-Challan No.

DELIVERED
21 DEC 2011

Bank Name & Branch

Area Code

Amount (in Rs)

DD

283529

17-DEC-11

CORPORATION BANK (COB)

0

2,190,075.00

एक - 93

102100

9

Case No.: ENF1/EVN-3/192/11

Lot No.:

Lot Date:

Total D.O.:

Sr. No.

Description of Stamps / Franking

Quantity

Denomination

DELIVERED
21 DEC 2011

DELIVERED
21 DEC 2011



Total: 2,190,075.00

Rs. 1190075

Eleven Lakh Ninety Thousand Seventy Five Rupees only

C.M. SALUNKE

Note: Cashier/Accountant/Registration, please produce the original Signature/Designation Sub-Registrar

Note : Cashier/Accountant Registration, please produce the original Signature/Designation
Sub-Registrar

SECRET 20 DEC 2019

(आदेश पार्ग ३ दिनांक २०/१२/२०११)

बदर - १३
४०२१७७ ३

उपरोक्त प्रकरणापधील निष्पादित दस्त हा मुंबई मुद्रांक अधिनियमाचं कलम १०/११/२०११ रोजी अटकाविण्यात आला आहे या दस्त्यातील मालमत्तेचे बाजारमूल्य मुंबई पोस्टमनचे दस्त्याचे बाजारमूल्य निर्धारण करणें) नियम १९५ मधील तरतुदीनुसार तसेच बृहन्मुंबई महानगरपालिका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक निष्पावली / बाजारमूल्य तक्त्यातील मालमत्ते त्यामधील दर / दस्तारावत जोडलेले न्याय्य बाजारदराने थियारात येता दस्त्यातील मालमत्ते बाजारमूल्य हे रु.२,३१,९३,५००/- इतकें आहे सदर दस्त्यातील पोबदल्याची रक्कम रु.२,३१,९३,५००/- असून मालमत्तेचे खरे बाजारमूल्य रु.२,३१,९३,५००/- इतकें निश्चित करण्यास येत आहे. मुद्रांक अधिनियम, १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड द्या आहे.

[illegible]

मुद्रांक निष्ठाधिकारी,
अंशलनजावर्गा - १, पुंवेडे.

PART - 43	
90133	E

expression shall unless it be repugnant to the context or, meaning thereof, shall mean and include its successors, administrators, and permitted assignees) **OF THE FIRST PART;**

AND

SHREE DHAM DEVELOPERS, a Partnership

registered under the provisions of Indian partnership Act, 1932 under Registration applied for dated 23rd Dec 2010, registered office at 406 and 408, Man Ratna Business Park, HRC,



Road, Opp. Food Spot, Ghatkopar (East), Mumbai - 400 077,



hereinafter referred to as the **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partner/s, executors, administrators, successors and assignees of Partner/s and executors, administrators, successors and assignees of last surviving Partner) **OF THE SECOND PART;**

WHEREAS:

BASIC INFORMATION

a) The Maharashtra Housing And Area Development Authority, a Statutory Corporation, constituted under the Maharashtra Housing and Area Development Act, 1976, having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (E), Mumbai, (hereinafter referred to as "MHADA") had pursuant to scheme introduced by Government of India, build buildings for Construction and Allotment of tenements on Ownership basis;

Chinab
Tignell
Ashtethy
Wally

kg

सदर - १३	
३०२४७	७
३५९	

b) The Board had built a Building No.13, comprising of 32 numbers of tenements on Ground +3 floors, in which all 32 are residential premises. (hereinafter referred to as the "said building"), on the Land bearing Survey No.113 (part) No.352 (part), admeasuring about 754.36 sq. meters, situated at Tagore Nagar, Vikhroli (E), Mumbai - 400 083, (hereinafter referred to as the "said plot"), more particularly described in the **Schedule**, hereunder written for housing persons belonging to L.I.G. as provided in its scheme and allotted the said 32 tenements in that building, to 32 numbers of individual allottees. The said plot alongwith said building is hereinafter referred to as the "**said property**".



c) The said 32 allottees have formed themselves into a Co-operative Housing Society called as the **TAGORE NAGAR PUSHPANJALI CO-OPERATIVE HOUSING SOCIETY LTD.**, i.e. the said Society

PROPERTY TITLE SUBJECTS:-

d) By Indenture of Lease dated 20/03/1997, entered by and between Maharashtra Housing and Area Development Authority (MHADA), being the Lessor therein and the Society herein, being the Lessee therein, the said Lessor leased the said plot of land, more particularly described in the Schedule hereunder written, for a period of 99 years, commencing from 01/04/1980, on rent and on terms and conditions, more particularly mentioned in the said Lease Deed to the Society. The said Indenture of Lease is

Signature
Signature
Signature

registered with the office of Sub-Registrar of Assurances at Kurla, Mumbai under Sr. No.PBDR3/527/1997, dated 26/03/1997.

e) By the Deed of Sale dated 20/03/1997 entered between the Maharashtra Housing and Area Development Authority, (MHADA), being "The Authority" therein and **NAGAR PUSHPANJALI CO-OPERATIVE HOUSING SOCIETY**



LTD. herein, being "The Society" therein, the said Authority sold and/or conveyed its right, title and interest in said Building to the Society herein, on terms, conditions and covenants therein appearing. The said Deed of Sale is registered with the office of Sub-Registrar of Assurances at Kurla, Mumbai under Sr. No.PBDR3/528/1997 dated 26/03/1997.

f) The Society is thus absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said land and the building as aforesaid:

Signed

REDEVELOPMENT PROCESS:

g) The said building is now in dilapidated condition and has been declared as dangerous by MHADA by its letter dated

29/12/2011

h) The members of the Society, in its Special General Body Meeting dated 11/12/2010, decided to redevelop the said property and construct new building in place of old dilapidated

Signed *Signed* *Signed* *Signed*

हल्लर - १३	
१०२६६०	२

existing building, availing maximum FSI/TDR as may be available in accordance with Government directives, dated 03/01/2009.

l) Some members of the Society are not in a financial position to shell out the huge sum of money for reconstruction and hence it was decided in the Special General Body Meeting dated 11/12/2010, to invite proposals from reputed builders and developers to develop the Society's building by utilizing existing FSI of the said plot as also the F.S.I., which may be available in form of tilt-bit and layout F.S.I. to be allotted by MHADA on pro-rata basis, on the said property for the Development purpose and shall give unto the existing members of the Society, new units free of cost on Ownership basis, as more particularly stated hereinafter.



j) In the said Special General Body Meeting dated 01/05/2011, the Offer dated 26/4/2011, received from the Developers viz. **SHREE DHAM DEVELOPERS**, was found most suitable/competent and the same was accepted unanimously by the Special General Body with negotiations and modifications of some clause and amenities as mentioned in the Offer.

k) Further, the said Resolution dated 01/05/2011, passed in Special General Body Meeting dated 01/05/2011, authorized its Managing Committee to take necessary steps for executing necessary papers and documents on behalf of the Society in favour of the Developers

[Signatures]
Witness Witness Witness
Signed Signed Signed

पद - १३	
१०२०१०	१०

l) Accordingly, the General Body issued a Letter of Acceptance to **SHREE DHAM DEVELOPERS** on 02/05/2011, which was duly accepted by Developers.

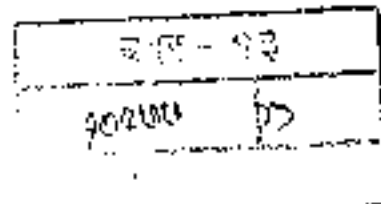
m) The Members of the Society have jointly consented to the said Resolutions and the Development Rights be given to the Developers, in respect of the proposed Development of the said property, by giving separate consent for the same.

n) The Special General Body of the society pursuant to the said Resolution dated 01/05/2011, therefore, unanimously decided to entrust unto the Developers, development rights of the said property and on the terms and conditions hereinafter appearing;

NOW THIS DEVELOPMENT AGREEMENT WITNESS THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Society hereby entrust the entire development rights of the said plot, admeasuring approx. 754.36 sq. meters as per Lease Deed, approx. 809.48 sq. meters as per Developers' Architect Certificate and 828.50 sq. meters as per Demarcation Certificate, dated 25/12/2011 by MHADA, (more particularly described in the Schedule hereunder written) or more, as per the actual demarcation on site by MHADA Authorities, unto the Developers for a consideration and on the terms and conditions hereinafter appearing.

Signed
for Society
Signed
for Developers



2. The Society and its members have duly performed all their obligations as laid down by MHADA, MCGM, local authorities, Government Agencies, as well as by the statute so far.

title of the said property is clear and marketable and all and any encumbrances. Neither Society nor the members have created encumbrances of any nature whatsoever including by way of mortgage, charge, lien, exchange, lease, sub-lease

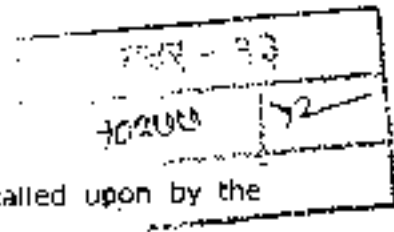


license or tenancy in respect of the said property or any part thereof, in favour of any third party. Despite of above clarifications, if any such charge, claim, encumbrance or any third party right or interest arises in the said property or premises contained therein, then the Society shall remove or cause removal of the same at Developers' costs and consequences, without holding Developers' liable in this regard. The Developers, if required shall administer the requisitions on the Society's title to the said Property, and the Society will reply to the requisitions. The society shall make out a marketable title to the said property. It is further agreed and declared by



the society that they have complied with all terms and conditions of lease and there are no outstanding payments on society either by MHADA or any other Statutory Authority and if any terms of said lease deed and/or deed of sale and/or any other statute is found to have been breached or due for compliance (whether/not intentional) then the Society shall pay such charges, rectify / comply with the same at Developers' costs

Attest *[Signature]* *[Signature]*
Witness *[Signature]* *[Signature]*



without any delay or default as and when called upon by the Developers in this behalf.

3. It is hereby specifically agreed by the Society and except the members mentioned in the "Annexure I" annexed hereto, there are no any/other person or persons in the Society.



AREA OFFER



4. In consideration of Society authorizing the Developers to redevelop the said plot, more particularly described in the Schedule hereunder written, the Developers shall allot to each 32 members of the Society, a self-contained flat having 484 sq.ft. Carpet area (carpet area means area within four inner walls) + 136 sq.ft. (approximate) of additional area, in form of niche, dry balcony, flowerbed, service area and elevation features etc. and such additional area shall be subject to approval and guidelines from MHADA/B.M.C. and/or other relevant/competent authorities, as per amenities to be provided by the Developers and approved by the Society. The list containing the details of names of members, is annexed as **ANNEXURE "I"** hereto. The list of such amenities is annexed hereto as **Annexure "II"**.

5. In case, if there is any variation in the additional area i.e. 136 sq.ft. in form of niche, dry balcony, flowerbed, service area and elevation features etc, offered by the Developers, then the Developers shall pay the compensation of Rs.2000/- per

[Handwritten signatures and initials]

VER - 92	
10/01/00	73

sq.ft., to the members, for such difference in agreed additional area. And if the additional area is more than agreed 136 sq.ft. then the members shall pay an additional cost of Rs.2000/- sq.ft. to the Developers for such an Increase in area.



BUILDING PLAN

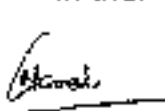
6. The Developers shall construct multistoried building. Ground floor parking, Society Office, servant's toilet, one cabin of security guard, subject to approval from MCGM and the Developers agree to accommodate 32 existing members of the society, from the first floor of the composite building. The balance area shall be sale portion for the Developers.

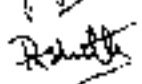
7. The Developer shall construct one semi furnished unit as the Society's office admeasuring about 150 sq.ft.



8. The statement of area of the new Premises to be provided free of cost, on Ownership basis to each member of the Society, shall be as per details provided in **Annexure - III**, hereunder written in "Composite building" to be constructed by the Developers.

9. It is agreed by and between the parties hereto that, Society shall be provided parking spaces, in the ratio of 50% for the society and balance 50% will be reserved for Developers, who shall allot the same to new flat Purchasers of sale premises, with an absolute and exclusive right to allot or grant or deal with in any manner to the new prospective purchasers, as Developers in their sole discretion may think fit and proper.






..10..

इलख - १३	
१०२६८९	७०

10. The tentative plan/s of the entire building (as per demarcation of 828.50 sq. meters) plans jointly approved by the General Body/Managing Committee and the Developers and which is annexed hereto as Annexure-"IV".

11. The Developers shall not make any amendment in respect of Society's members' flats approved by the members of the society, without obtaining written consent of the society.

HARDSHIP COMPENSATION:-

12. The Developers shall pay compensation for hardship borne by (32) existing residential members of Society, amounting to Rs.6,50,000/- (Rupees Six Lacs Fifty Thousand Only) each. The same shall be paid by the Developers to the members as follows:-

- 25% on signing of Development Agreement.
- 50% against all i.e. 100% members of the Society Vacating their existing flats.
- 25% on possession of/re-shifting to the newly constructed flats.

13. The Developers have agreed to pay each member, rent for the purpose of acquiring temporary alternate accommodation of their choice, without holding the Developers responsible or liable for the same as follows:-

- The Developers shall pay in advance, a sum of Rs.2,21,000/- (Rupees Two Lacs Twenty One

..11..

Signature
Signature
Signature

Signature
Signature

अ.नं - १३	
१०२७७	४

Thousand Only) towards rent and brokerage, for a period of first 12 months, which will be handed over to the each member on they vacating their existing flat.



- ii) After the completion of such 12 months the Developers shall pay an enhanced rent of (Rupees Eighteen Thousand only) per month, by postdated cheques to each member, towards the rent for next 12 months or till intimation of possession, of new flat in the new building whichever is earlier.
- iii) On completion of 24 months, and the project being delayed for a further grace period of 12 months, the Developers agree to pay a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards rent plus one month's rent as brokerage to each member for delayed period or till intimation of possession, whichever is earlier.
- iv) The project being delayed further beyond 36 months, the Developers agree to pay Rs.25,000/- (Rupees Twenty Five Thousand Only) as increased rent and one month's rent as brokerage, for delayed period till intimation of possession.



- v) Shifting and Reshifting Charges (one time) of

[Handwritten signatures and initials]
 Signed: *[Signature]*
 For: *[Signature]*

[Handwritten signature]

..12..

7/12/93

902110

92

Rs.16,000/- per member and will be paid at the time of the member handing over vacant and peaceful possession of premises, in his/her premises.

If for any reason whatsoever, the Developers and/or neglect to pay monthly rent after 12 months mention in clause 13 (ii), then the Developers shall be liable to pay an interest @18% p.m on such defaulted amount. If such delay/default to pay monthly rent is for the period of 6 consecutive months, then the society shall be entitled to invoke bank guarantee to the extent of the sum of defaulted monthly rental.



PMC FEES:

14. The Developers shall provide a lump sum amount to the maximum extent of Rs.10,00,000/- (Rupees Ten Lacs only) towards the cost incurred to reimburse the professional fees for the Solicitor, Architect, CA and any other services utilized by the society for the redevelopment project. Any additional fees in excess to the amount of Rs.10,00,000/- shall be borne and paid by the society.

The said dues shall be paid by the Developers in the following manner:-

- a) Rs.2,50,000/- on our appointment as a Developer to Re-Develop your Society building.
- b) Rs. 7,50,000/- as and when required by the authorities.

..13..

Handwritten signatures and initials:
Chandh
Jignesh
Rajesh
[Other illegible signatures]

7-4-93
9021000 290

15. It is agreed that till the due amount of corpus fund, Rent shifting charges and brokerage charges is paid to members; the Developers shall not ask the members to vacate their premises.

SOCIETY'S OBLIGATION:-

16. The Society agrees to vacate their existing rooms family members and belongings within 45 days, excluding the period from 1st June to 30th September, from the Developers obtaining IOD with sanctioned layout of Tagore Nagar, from authorities of MCGM and submission to Society.

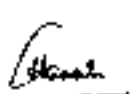


17. The Society hereby grants the Developers and their staff, permission to enter upon the property for the purpose of following development activities viz:

- i) To carry out the requisite and preparatory development work on the said property.
- ii) Put up the re-constructions as per the plans thereof that may be approved and sanctioned by the MCGM, MHADA.

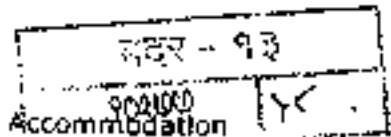


18. Within a period of 30 (Thirty) days from the Developers submitting the sanctioned Plan to the Society, the Society shall confirm exact identity of the New Flats to be allotted to the Existing Members of the Society vis-a-vis what is provided herein and the details in respect thereof, shall be submitted to the Developers. At such time, if required under the law, the

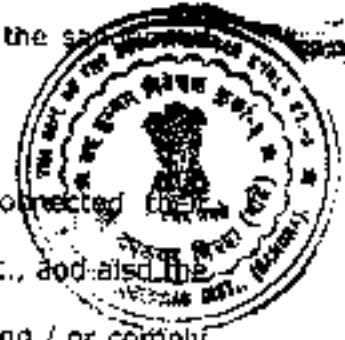

Signed

Resident





Developers shall execute Permanent Alternate Accommodation Agreement/s with the said Existing Members of the Society, for allotment of New Flats, under the provisions of the Ownership Act, within 30 days from the date of receipt of the sanctioned plans from concerned authorities.



19. That the Society members shall get disconnected their individual electric meters, pipe gas connection, etc., and also the Society shall get the water supply disconnected and / or comply with the formalities, which are pre-requisites for demolition as well as for sanctioning new plans. The Developers shall help the Society and shall do necessary follow up for the same.



20. The Developers shall demolish the existing building and clear the plot at their own costs and shall be entitled to deal and dispose of the debris / salvage for its benefit. The Members, if interested, can remove furniture, fixtures and their belongings etc. from the existing premises at their own costs and efforts within 30 days from the Developers obtaining IOD with sanctioned layout of Tagore Nagar, from authorities of MCGM.

21. That if any member wishes to carry out additional amenities other than the amenities to be provided by the Developers then, they shall have to pay charges for the same, as per the estimates of the Developers in advance.

22. It is agreed that members of Society shall vacate the respective premises within 45 days, excluding the period from 1st

Handwritten signatures and marks:
 Signed: [Signature] [Signature] [Signature]
 [Signature] [Signature] [Signature]

..15..

बदर - ९३	
१०२६६९	१८
१०२६६९	

June to 30th September, from the date of receipt of GOD with sanctioned layout of Tagore Nagar, from MCGM by the Society.

The members of the Society shall have to make own arrangements for their temporary alternative accommodation and shift themselves into the same as aforesaid.

however, if the member/s of the society fail/s and/or neglect to vacate 45 days, excluding the period from 1st June to 30th September, from the Date of Intimation by the Developers, then

In such an event, the concerned member/s shall indemnify cost of Rs.5,000/- per day towards loss suffered by the Developers for not vacating the premises in stipulated period and Society shall take all measures to get the concerned flat vacated and to indemnify such loss incurred to the developers.

23. The Members and the Society shall not Insist the Developers to carry out any repairs to the existing building on the ground of leakage and seepage to the existing building.

24. The Society and their members agree and undertake not to put any obstruction to construction activities to be carried on by the Developers as long as the same are in conformity with Plan sanctioned by B.M.C. & approved by MHADA.

25. The society shall execute a Power of Attorney in favour of the Developers to enable them to process the development procedure.

..16..


Signed

Resident




बदर - १३	
१०२७७९	२०

26. The Existing member shall, after such intimation from the Developers as mentioned hereinabove, upon the completion of his new Permanent Alternate Accommodation in re-developed building, shall be at liberty to take measurements of the respective new flats before they take possession of the same. The Developers shall ensure that the carpet area of the flats given to the existing members as mentioned herein, shall not be reduced under any circumstances. In the event, of any variation in the carpet area to the extent of 2% on account of planning constraints, the Developers will pay the existing member, compensation for the reduced area at the market rate and similarly, for any additional area, the existing member will pay to the Developers, consideration at the market rate for the additional area.

27. It is agreed that the society shall on notice by the Developers, accept and admit new members as the prospective purchasers of the new Flats/ Parking spaces, etc. constructed on the said property, and shall make them full-fledged members on payment of Rs. 500/- as Admission Fee, Share Money and Contribution of Rs.30,000/- towards maintenance fund and submission of necessary applications, after the flat is ready for occupation and B.M.C. issuing O.C. and such Purchasers complies rules and regulations of the Society. Save and Except, the said sum of Rs. 500/- and other statutory costs as required under Maharashtra Co-operative Societies Act and Rules & bye

Signature
Signature
Signature
Signature
 Signed: *Signature*

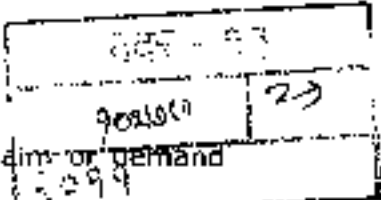
..17..

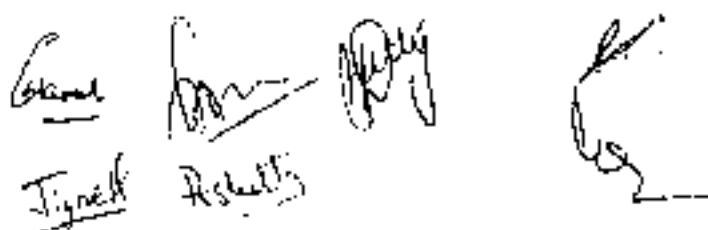
laws of society thereto, the society shall not claim or demand other charges or levies from the new purchasers who had acquired flats or premises from Developers.

28. It is agreed that such membership shall be given to prospective purchasers only after the Developers, in writing, that all the amounts receivable by the Developers, from the purchaser/s, have been received by them. The prospective purchasers shall be given membership in the society, upon the flat being ready for occupation. It is also made clear that such membership shall not be granted to any flat Purchaser unless the Developers offer the Society members their agreed flats.

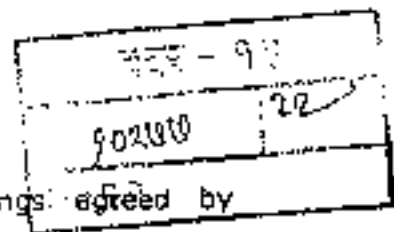
29. The Society hereby empowers the Developers to commence, continue, prosecute or file whatever suit/s and legal proceedings only in relation to the development of the plot and/or reconstruction of the Society and full knowledge of the type of litigation to be given to the Society. The Developers are also hereby empowered to represent the Society before any authority, corporation, government/semi-government bodies including MHADA, etc. on behalf of the Society and to sign, submit, file any statement, affidavit, declaration, form, plan, indemnity bond in the name of or on behalf of the Society and / or its office bearers only for the purpose of development and / or reconstruction of the building and for executing, performing and

..18..



..18..



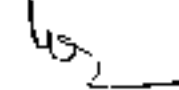
implementing any of the acts, deeds and things agreed by the Society and its office bearers under these presents not for any other purpose.

30. That the Society hereby assures the Developers and marketable title of the land as well as the building of the Society and agrees to save harmless and keep indemnified the Developers from and against any charge/encumbrance/claim/objection. Furthermore, if the development work is obstructed/ hindered/stopped by any objection and/or any legal impediment by any member and/or any person claiming through any member, then in such case, the Society shall clear the same and shall not invoke/ enforce penalties as per clause 70 and 71. However, the Developers shall not stop the payment of rent to the members of the society

31 That the Society has assured the Developers that they have paid and shall pay all legal dues, taxes, electricity bills, water charges, repair cess, lease rent, estate duty, stamp duty, etc. till handing over vacant possession of the building and the plot unto the Developers for the purpose of re-development and that there is no charge of whatsoever nature on the land of the Society and its building which has remained to be paid by the Society. The Developers shall also pay routine taxes and lease rent which are payable by them as the lessee of the plot during the period of construction regularly. If any of the dues to be

..19..


Signed  

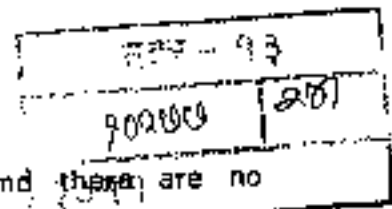
Page - 13	
40200	23

paid by the Society are pending, then the Developers shall intimate the Society to make such payments.

32. That except for few members of the Society, the or its members have not borrowed or taken any loan from any financial institution, banks, bankers or otherwise have not offered or given the said property or any part thereof to any one, by way of any Security against the same. The Society shall intimate the Banks or Financial Institutions from whom the members of the Society have obtained loan, about the proposed re-development of Society's property and shall also continue the charge on the flat of the member during the period of re-construction. The Society specifically agrees, confirms and undertakes that the members of its premises who had created mortgage, collateral security, charge, lien, or any encumbrances of whatsoever type from any banks, financial institutions or otherwise, shall be made to procure requisite NOC, consents, confirmations, etc. (by whatever term referred to) from their respective mortgagee banks and financial institutions, as and when demanded by Developers for smooth facilitation of proposed project.

33. The Society hereby states that, neither the said property nor any part or portion thereof, is the subject matter of any decree or order or attachment, before or after judgment of any court of law and/or any authority or authorities, including under

[Handwritten signatures and initials]
 Signed _____
 Date _____



the provisions of the Income Tax Act and there are no proceedings pending in any court of law wherein the said property is the matter.

34. No notice to the knowledge of the Society under Bombay Municipal Corporation Act, The Epidemics Disease The Land Acquisition Act, the Maharashtra Slum Areas (Improvements and Redevelopment) Act, 1971 or the Town Planning Act, has been issued or received or served upon it in respect of the said property nor the said property or part thereof falls within the regular line of street or within set-back line.

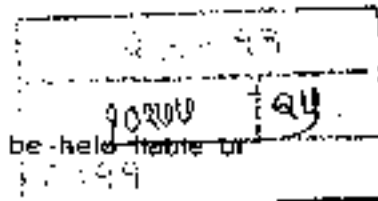


35. The Society hereby empowers the Developers to get their plot demarcated again, if required and get the necessary corrections done in the same and also to file objection to demarcation/s or measurement/s of adjoining lands or societies if it hampers or affects the area of the plot of the Society and to give all the required statements, confirmation of area or demarcation and to appear for and represent the Society to all intents and purposes with participation, knowledge of the Society and its Managing Committee.

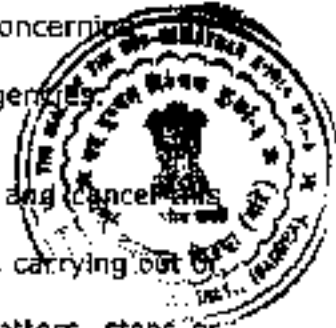
36. The Society shall be sole Owner of all common areas of all the building and shall have the right to use terrace, hoarding or advertisement on the entire new Building constructed for the members of the Society.

37. If there is any default or violation of any rules on the part

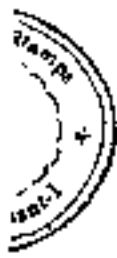
Signature
Signature
Signature
Signature



of the Developers, then the Society shall not be held liable or responsible in any manner, in any suit, claim or proceedings instituted by any persons or before any tribunal court or any enforcement agencies as regards or concerning redevelopment of the said Plot by and external agencies.



38. The Society shall be entitled to terminate and cancel this Agreement, in case the Developers are not doing, carrying out or taking any material or concrete acts, deeds, matters, steps or procedures towards the procurement of the permissions within 12 months from the date of execution hereof, subject to the occurrence of any force majeure event. Cancellation of this Agreement shall automatically mean to cancel all Affidavits, Consents and all other correspondence made by the Society with the Developers.

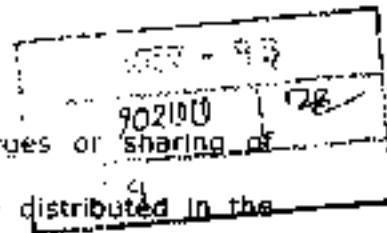


DEVELOPER'S OBLIGATION:

39. The Developers shall construct rehab area and sale component area in the composite building and shall provide units to the existing members of the society.

40. The Developers shall construct upto approx 30,505 Sq.ft. carpet area, excluding dry balcony, flowerbed, service area and elevation features and if additional F.S.I. is allowed by MHADA, to be purchased and/or constructed, to the Developers, the ratio for utilizing such additional F.S.I. over and above approx 30,505 Sq.ft. carpet area, after deducting the expenses incurred by the

Handwritten signatures and stamps:
 Signed: [Signature]
 Resub: [Signature]
 [Signature]
 [Signature]



Developer viz. construction cost, FSI charges or sharing of constructed area with MHADA etc. shall be distributed in the ratio of 40:60 i.e. 40% of the additional area shall belong to the Society and the rest 60% of the additional area shall belong to the Developers.



41. It is agreed by and between the parties that the composite building is to be constructed out of the existing F.S.I. plus additional F.S.I., to be made available to the Society by the policy of MHADA, either on payment of certain price to MHADA for availing of FSI/TDR, as may be available in respect of the said plot for construction or sharing of constructed area with MHADA etc. The Developers shall bear and pay all the expenses for acquiring FSI/TDR, sanctioning expenses from MHADA/MCGM, scrutiny fees, deposits, taxes, LUC/BLBC for construction of new building till getting occupation certificate and building completion certificate (BCC) including fees of consultants, architects, registration charges and legal fees and the Society shall not be responsible for any such charges.

42. The Developers shall reimburse a total amount of Rs.2,00,000/- (Rupees Two Lacs Only), paid by the society as installment towards FSI, to MHADA, in case if this amount is shown as credit in the books of MHADA and the same is utilized by the Developers in any manner.

43. That the Developers shall follow up with the Architect of the Society, MHADA, as well as MCGM on behalf of the Society,

Handwritten signatures:
 Ahmed
 Jignesh
 Robert
 [Other illegible signatures]



G.M. Arch Pvt. Ltd., K.K. Chambers, P.T. Road, Fort, Mumbai-400 001.

✓

Charles
J. Smith

बदर - १३
१०१०१० ४८
२०११

46. The Developers are entitled to purchase ~~maximum~~ permissible FSI/TDR etc. allowed by the Government, MCGM and MHADA, as per the prevailing policy declared vide U. D. Notification dated 06/12/2008 for modified D.C. Regulation 33(5) and further guideline book published by MHADA in the year 2009. The said policy is popularly known as "Housing Policy".

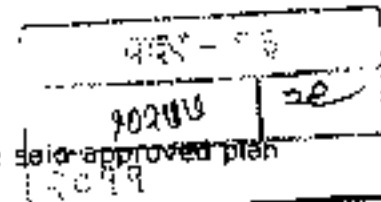


47. It is agreed by and between the parties and from execution of this Agreement, the Developers shall get necessary NOC for utilizing 2.5 plot F.S.I. of the said property, as also the F.S.I. which may be available in the form of tit-bit and Layout F.S.I. to be allotted by MHADA on pro-rata basis, on the said property for the Development purpose and as per pro-rata or more or as per Government Resolutions or Housing Policy and shall also get Plan sanctioned and obtain TOD from required/concerned authorities within 6 months from the date of Registration of Development Agreement subject to MHADA and MCGM approval.

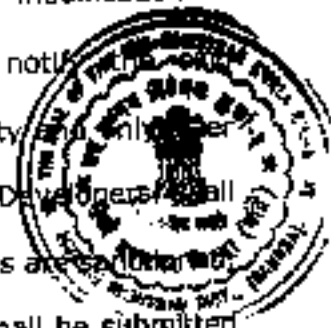
48. The Developer shall obtain Commencement Certificate within 6 months from the date of 100% members vacating their existing premises.

49. It is agreed between the parties that for purpose of Society's Premises, the Developers shall put up plan to MCGM, duly approved by Society in its Annual General Meeting or Special Annual General Meeting as the case may be.

Handwritten signatures and stamps:
 Signed _____



The Developers shall not deviate or alter the said approved plan without express written permission from Society. In the event, for purpose of sanction of the plan, any modification is suggested by MCGM, the Developers shall notify the Society. Only after amendment as per plan by MCGM to the Society's written approval is obtained, the Developers shall submit the plan for its sanction. After the plan is sanctioned, the certified copy of the said sanctioned plan shall be submitted by the Developers to the Society forthwith.



50. The Developers shall ensure / supply copies of all Correspondence with various authorities that are marked to the Society.

51. It is agreed between parties that Development Agreement executed between Society and Developers on precondition that the building is in dilapidated condition, for which necessary letter from MHADA will be obtained by the Developers. However, from execution of the Agreement till vacating the plot, if any untoward incident occurs to the building due to which the building or part thereof collapses, the Developers shall not be responsible for the same and the members of the Society shall occupy the same at their own risk and peril.

52. The deposits, if any, required to be made with the MCGM or any other local or public authority, prior to or during the progress of the construction work, including the IOD deposit and

(Handwritten signatures and stamps)

dues except for Sale area. However if any liability arises in future due to failure on part of the Developers during the construction period, the Developers shall be solely liable to pay the same and Society shall not be responsible for the any circumstances.

54. The Developers shall be entitled to carry out at their own costs, charges and expenses in all respects, all or any items of work for development of the said land including laying of drainage, cables, water pipes and other connections as per the terms and conditions imposed by MCGM while sanctioning the said plans.

55. Developers shall prepare plans for the full redevelopment of the said Plot by construction of the said Building, for being sanctioned by the municipal, local or other public authorities, through Designing Architect Shri. Sameer Kadam. The Developers alone shall bear and pay: (i) all costs, charges and expenses in respect of the redevelopment of the said Plot, (ii) the scrutiny fees, development charges, IOD deposits, staircase and balcony enclosure, premia, extra water charges, NOC, drainage approval charges, debris deposits and all other costs, charges and expenses of refundable or non refundable nature to the concerned authorities for getting the approvals or RCC consultants fees, Architects, Engineers, surveyors fees for supervising the construction and completion of the said Building, (iii) for obtaining Commencement Certificate or Occupation

Colonel
Signet
Asst.

902100	32
--------	----

Certificate or Building Completion Certificate, in respect of the

said Building, (iv) all expenses, taxes, penalties, deposits, premiums, outgoings till obtaining Occupation Certificate of the new building, (v) reinstalling of electricity meters and connections, Municipal Water Supply, Telephone and Drainage.

The Society shall from time to time, sign, execute and submit applications and plans or amended plans for full redevelopment

of the said Plot by construction of the said Building. The Society shall not contribute anything towards the aforesaid expenses or any other expenses relating to the redevelopment of the said Plot. The Developers shall indemnify and keep indemnified the Society from and against all charges.

56. It is however agreed by the Developers that:

(i) Under No circumstances, THEY - (the Developers), shall leave construction halfway or incomplete and or keep the buildings pending.

(ii) They shall handover possession of the New Flats in the said New Building to the new Purchasers in sale component, only after the society members are offered possession of their new respective flats in newly constructed building, after giving a notice of 15 days to the society, in terms of this Agreement after obtaining Building Completion Certificate/Occupation Certificate.

Handwritten signatures and stamps:
 Tignest
 [Signature]
 [Signature]
 [Signature]

030 - 43	
901010	03

57. Upon completion of new building on the said Property and upon obtaining Occupation Certificate, the Developers shall intimate in writing to the representatives of Society, to take inspection of Permanent Alternate Accommodation enable the Society to confirm the areas and agreed to have been provided. In the event, any omissions/defects are noticed during such inspection, the members through Society shall, within 7 days from the date of possession, bring the same to the notice of the Developers in writing and the Developers shall make the same good, within the period of 15 days from the date of receipt of such intimation and, till the same omissions/defects are made good, the members will not be compelled to shift to the said Permanent Alternate Accommodation. It is further agreed that, in the event of any manufacturing defects, such as working of lock, window, door and any other fixture or construction material which are noticed during such inspection, the Developers shall make the same good within the period of 15 days. The Society shall be at the liberty to appoint an independent architect, at its costs if necessary, to carry out inspection of their said flats.

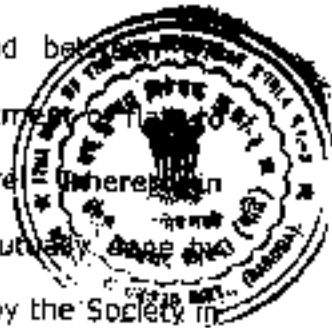
58. It is further agreed between parties hereto that, upon written intimation by the Developers to Member/Society for their respective premise being ready for occupation, such Members/Society shall take possession within 15 days from such written intimation and if for any reason whatsoever,

[Handwritten signatures and initials]

VER - 93	
90200	95

Members/Society fail to take possession of their respective premises, the Developers shall not be responsible to pay further compensation to Member/Society.

59. It is clearly agreed and understood by and between the Society and the Developers herein that the allotment of flats to the existing 32 members (mentioned in Annexure) for the new building to be constructed, shall be mutually agreed between the Existing Members inter-se and by the Society in such manner and mode as they, among themselves, may deem fit and proper and the Developers shall not, under any circumstances, be liable and responsible and/or concerned with allotment or re-allotment nor shall be obliged to put any particular member in possession of the particular flat unless so intimated by the Society in writing to the Developers.



60. The Developers will be entitled to sell the flats in the reconstructed building to such purchasers and at such price, as they may think fit and proper and the Developers will be entitled to appropriate the sale proceeds to them. The Developers will enter into separate Agreements for Sale of the new flats with the Purchasers and the costs, charges and expenses in respect thereof, including stamp duty and registration charges will be borne and paid by the prospective Purchaser of flats. The new Purchasers of the said flats shall be admitted as members of the Society, provided that, they are eligible to be member and they

[Handwritten signatures and initials]
 Signed _____

NOV - 93	102106	34
----------	--------	----

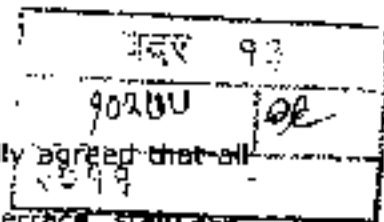
comply with all the requirements of M.C.S. Act, 1960, the rules framed there under and the bye-laws of the Society.

61. Only upon the possession of each flat by the member of the Society, offered by the Developers in the new building, the Developers are at liberty to handover possession of saleable premises to be sold by the Developers, in the open market on Ownership basis without any objection or demur on the part of the society and/or the members. It is agreed by the Society that it will be the sole discretion of the Developers to deal with or dispose off or sell flats in the proposed construction on the terms and conditions at the price deemed fit and proper by the Developers, including accepting the sale proceeds and entering into the agreement with interested buyers which right shall remain fully vested with the Developers and the Society shall not interfere with the same in any manner.



62. That the Developers shall, in consideration hereof, be entitled to receive for themselves, the consideration receivable on account of (i) sale of the flats in sale premises and (ii) allotment of and remaining parking spaces and after adjusting their costs and expenses to retain profits thereof, if any, for themselves. The Developers shall also indemnify and keep indemnified, the Society against any claim, loss, costs, charges, etc that may be made by any person claiming through the Developers whatever, against the Society on account of the Developers, arising out of the said development work to be

[Handwritten signatures]
Tinelli Rohit [Signature] [Signature]



carried out by the Developers. It is specifically agreed that all other common areas / facilities such as top Terrace, staircase, lift/s, compound wall, etc. shall be property of the Society and the ultimate Society of existing members and incoming members shall deal with the same.

63. Subject to the approval of the MHADA, the Developers shall be entitled to amalgamate the plot of the Society for the purpose of redevelopment of adjoining buildings and further adjoining buildings will be redeveloped as an independent separate entity in all manner, and the redevelopment of this Society will not be affected on account of any discord/problems, if any, persists in respect of any of the adjoining buildings. Provided, the society shall be entitled to co-operate and give NDC for such amalgamation, in all respects and shall not take any objections to it.

64. The Developers shall not assign, mortgage, the right acquired under this Agreement to any third party including any other Developers.

65. The Developers shall obtain insurance of the building and the proposed construction to be carried on by the Developers and all their staff and/or employees, during subsistence of this agreement and during the construction work is in progress. The Developers shall also insure all their labourers, workers and the Developers shall indemnify and keep indemnified, the Society

Handwritten signatures and initials:
 - A signature that looks like "Chand" above the word "Signed".
 - A signature that looks like "R. S. S." above the word "R. S. S.". *Handwritten*
 - A signature that looks like "R. S. S." above the word "R. S. S.". *Handwritten*
 - A signature that looks like "R. S. S." above the word "R. S. S.". *Handwritten*
 - A signature that looks like "R. S. S." above the word "R. S. S.". *Handwritten*

दस्तावेज - १३	
१०२६१०	३०

from or against loss, damages which Developers may incur due to inaction or otherwise on part of Developers.

66. The Developers shall bear all expenses such as Stamp duty, Registration amount, out of pocket expenses applicable to this Development Agreement and Power of Attorney, Individual Agreement, as also water charges for construction, electricity charges for construction and shall keep the Society indemnified from these liabilities. The Developers shall comply with the existing Labour Laws, Insurance Act, Workmen Compensation Act, etc. The Developers shall insure the workers working on site during the course of construction.



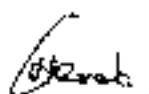
67. The Developers agree that the Developers shall have quarterly meeting with the committee members of the Society to review the progress of redevelopment work and the Developers shall furnish its detailed progress report of the redevelopment work to the Society on quarterly basis.



68. The Developers are entitled to display their signboard on the said property.

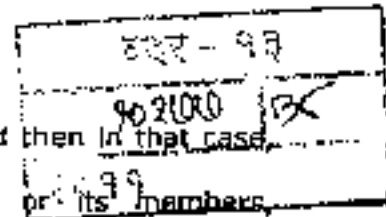
CONSTRUCTION GUARANTEE:

69. The Developers shall give guarantee for 7 (seven) years for water proofing work of terrace and 5 (five) years for exterior walls. The Developers undertake to rectify defects if any, in this period at their own cost, within period of 30 (Thirty) working days from the date of receiving a letter from Society or its

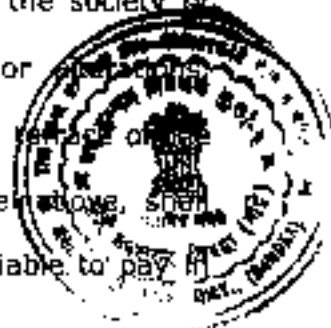

 Signed

 For S.E.





members. If any defects cannot be rectified then in that case, the Developers shall pay to the Society or its members, reasonable compensation as per the certificate of Architect of the Society. Provided, however, if any member of the society or his/her transferee, carries out any additions or alterations endangering the structure/ construction including terrace or the building, in that event, the warranty given hereinafter, shall stand revoked and the Developers shall not be liable to pay in terms of warranty as stipulated herein below.



BANK GUARANTEE:

70. The Developers shall procure and provide financial bank guarantee for a sum of Rs.1,75,00,000/- (Rupees One Crore Seventy Five Lacs Only) to the Society. Such Bank Guarantee shall be provided to Society, at the time of all 100% members of Society vacating their old premises and handing over possession thereof, to the Developers. The Bank Guarantee shall be in the custody of the Society.

The Bank Guarantee shall be reduced on happening of following events:

- (a) 30% on completion of Plinth;
- (b) 30% on completion of R.C.C. structure;
- (c) 30% on issue of possession letter to society members.
- (d) 10% as Security Deposit for 1 year.

(Handwritten signatures and marks)

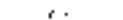
05/05/2015

-
- The seal of the Ministry of the Interior of the Republic of China (Taiwan) is circular. It features a central emblem with a sunburst and a gear. The text "REPUBLIC OF CHINA" is written in English around the top inner edge, and "內政部" (Ministry of the Interior) is written in Chinese around the bottom inner edge. The outer ring contains the text "MINISTRY OF THE INTERIOR" in English and "內政部" in Chinese.

result of any

PENALTY CLAUSE:

1962


 Atanok Robert [illegible] [illegible]
Signed: Robert

५५२ - ९३	
१०००९	०००

then society will have right to terminate this Agreement, and complete the building by utilizing the bank guarantee.

DISPUTE RESOLUTION MECHANISM:-

72. If any dispute, difference or question at any time hereinafter, during the pendency of this Agreement between the parties hereto in respect of the said project or any portion thereof and/or the said Building thereon or as to the rights, liabilities or duties of the parties hereunder, the same shall be referred to one person each, to be appointed by the Society and the Developers and they shall jointly appoint one person as Umpire and the award passed by such Umpire shall be final and binding on the parties hereto and the same shall be subject to and in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. Such arbitration shall be held in Mumbai and the Court(s) at Mumbai alone shall have the jurisdiction in that behalf. The language of the arbitration shall be English or Marathi.

73. The addresses for correspondence are as under:-

For the Developers:- As stated hereinabove.

For the Society :-

74. Both the parties hereto shall bear and pay the fees of their respective Advocates and Solicitors.

[Handwritten signatures and marks]

IN WITNESS WHEREOF the parties hereto have
hereunto set and subscribed their respective hands to this
Agreement on the day and year first hereinabove written.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land situated at Tagore Nagar
Building No.13, Vikhroli (East), Mumbai - 400 083 within the
limits of Greater Mumbai City, formerly bearing Collector's
Survey No.113 (part) and now with bearing Cadastral Survey
No.352 (part), Vikhroli Division, admeasuring about 754.36 sq.
meters and bounded as follows:

On or towards East by	:	40'-0" wide Road
On or toward West by	:	Building No.12
On or towards North by	:	Building No.15
On or towards South by	:	Building No.11

SIGNED SEALED AND DELIVERED

by the withinnamed "THE SOCIETY"

TAGORE NAGAR PUSHPANJALI CO-OPERATIVE

HOUSING SOCIETY LTD. through its

Committee Members

- 1) SHRI. DATTA VICHARE (Chairman)
- 2) SHRI. GAJANAN KAMAT, (Secretary)
- 3) SHRI. DAYANAND SHETTY (Treasurer)
- 4) SMT. RAJANI SHETTY (Member)
- 5) SHRI. JIGNESH SANGHAVI (Member)

in the presence of

1. VIJAY D. PUJARI
- 2.

SIGNED SEALED AND DELIVERED

by the within named "THE DEVELOPERS"

SHREE DHAM DEVELOPERS.,

Through its Authorised Partner,

(1) SHRI. DINESH R. VADODARIA

(2) SHRI. CHANDU J. SENGHANI

above named is hereunto affixed

pursuant to the resolution passed in that

behalf, on the ____ day of ____

in the presence of

1. SANJAY CHOUDE

2. VIJAY D. DUDART

489449	90
902000	90



Sanghani



4

RECEIPT

RECEIVED of and from the within named Developers

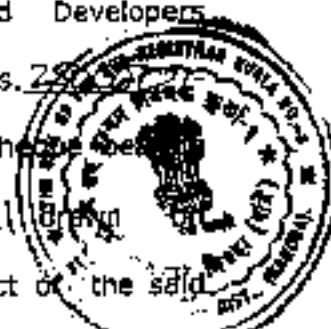
SHREE DHAM DEVELOPERS, a sum of Rs. 28,00,000/-

(Rupees Two Lakhs Eighty Thousand Only) by way of cheque

Cheque No. 489449 dated 02/05/2011

Cooperative Bank (Shahpur) Branch, in respect of the said

property being part compensation as stated in Clause ____ above.



RS. _____
WE SAY RECEIVED

(Shri. Datta Vichare)
(Chairman)

(Shri. Gajanan Kamat)
(Secretary)

(Shri. Devnand Shetty)
(Treasurer)

(Smt. Rajendra Shetty)
(Member)

(Shri. Jignesh Sanghani)
(Member)

WITNESSES:

1. SANJAY CHOUDE

2. VIJAY D. DUDART

4

महानिर्वाह पत्रक

वि. सं. १५२७ - हरियाणा

वि. सं. १५२७ - हरियाणा

वि. सं. १५२७



वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७
वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७



वि. सं.	वि. सं.	वि. सं.	वि. सं.
वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७
वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७
वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७	वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

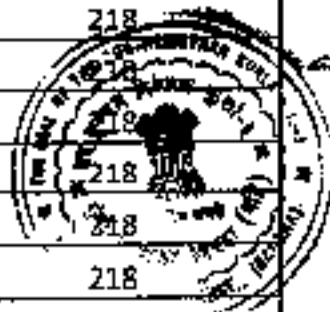
वि. सं. १५२७

वि. सं. १५२७

वि. सं. १५२७

ANNEXURE - I

Sr. No.	Flat No.	List of Members	Existing Carpet Area approx in Sq.ft.
1	393	Smt. Llavantsben Amarchad Mehta	218
2	394	Shri. Vithal S. Ghatkar	218
3	395	Shri. Govind Ram Sharma	218
4	396	Shri. Mohamad Iqbal Omar	218
5	397	Smt. Rani Rameshkumar Sharma	218
6	398	Shri. Bhaskar Mohan Pande	218
7	399	Sari. Baburao Bhikaji Surve	218
8	400	Smt. Sushila Krishnan	218
9	401	Shri. P.K. Shankaran	218
10	402	Shri. Tokarshi Ramji Koriya	218
11	403	Smt. Snehalata Sakhasam Shinde	218
12	404	Shri. Gajanan Nagappa Kamat	218
13	405	Shri. Shivram Korga Shetty	218
14	406	Shri. Dayanand Shivram Shetty	218
15	407	Shri. Parshuram Suresh Dalvi	218
16	408	Smt. Chandrika Kirtikumar Sanghvi	218
17	409	Shri. Shankar Shyam Shetty	218
18	410	Smt. Snweta B. Bhoite	218
19	411	Shri. Ratilal Vittal Pethkar	218
20	412	Shri. Ashok Sunder Shetty	218
21	413	Smt. Aruna Ramesh Dha	218
22	414	Shri. Chintamani Purushottam Savarkar	218
23	415	Shri. Chandarsingh Maharsingh Rajpurhit	218
24	416	Shri. Prahladsingh Maharsingh Rajpurhit	218
25	417	Shri. Baburao Vasanti Naik	218
26	418	Smt. Sarojini Dattatray Kulkarni	218
27	419	Smt. Shruti Shreekant Kulkarni	218
28	420	Shri. Mohan Maratappa Shendy	218
29	421	Smt. Radhika Nandkishor Sawant	218
30	422	Smt. Darshana Datta Vichare	218
		Shri. Datta Ganapat Vichare	
31	423	Shri. Vijay Dattaram Pujari	218
32	424	Smt. Hansa Hasmukh Gandhi	218



[Handwritten signatures and initials at the bottom of the page]

BUILDING NO. 13, "TAGORE NAGAR PUSHPANJALI CHSL."**TAGORE NAGAR, VIKHROLI (E), MUMBAI - 400 083.****ANNEXURE - II**

बंदर - १३	
१०१५७	my
२०११	

LIST OF AMENITIES

- 1 Flooring : Good quality of vitrified tiles. (2 ft * 2 ft) Nitco, marble flooring in Bathroom and W.C.
- 2 Electrical : Conceal Copper Wire, Good quality switch plate, points etc. Havells, Finolex/ Polycab.
- 3 Telephonic Wiring : CAT 5- Telephone and internet wiring in living room and both bed rooms.
- 4 Cable TV : Cable Connection in Living Room and in both bedrooms.
- 5 Plumbing : Good Quality fitting of Jaguar make in toilets for shower, Taps, and concealed "C" class GI pipes or PVC pipes from Supreme/astral/Kisan. Plumbing, white with tiles wash basin, Tiles up till ceiling in Bathroom and exhaust fan. Instant Geyser in each Bathroom Hot & Cold Mixer in shower and Tap European style and Indian style W.C.
- 6 Kitchen : Granite Kitchen Platform with stainless steel sink and full tiling, upto ceiling, in kitchen and pipe gas connection.
- 7 Doors : Main Door: Flushed Door B.W.P. grade with Laminate on both side with Safety Chain, Godrej Night Latch and all brass fittings. Provision will be made for safety door Room Doors : Flushed - Mortise Locks of Stainless steel Hinges of Good Quality.
- 8 Window : Marble framing on all sides of window Opening, powder coated aluminum sliding window, French Window in living room to enjoy the beauty of nature and good ventilation.
- 9 Lift : Two nos. Lift from Otis Elevators / kone or equivalent, preferably OTIS.
- 10 Intercom : We will provide Intercom facility
- 11 Society Office : Society's office 150 Sq. ft. with well furnished.
- 12 Borewell : We shall provide Borewell subject to MCGM approval. Quality



[Signature]
[Signature]

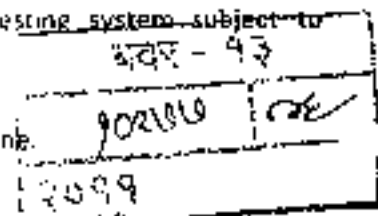
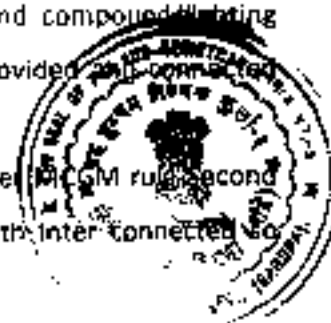
[Signature]
[Signature]

[Signature]

[Signature]

of water is not guaranteed.

- | | | | |
|----|------------------------|---|---|
| 13 | Rain Harvesting System | : | We shall also provide Rain Harvesting system subject to MCGM approval. |
| 14 | Mahanagar Gas Pipeline | : | Provisions for Mahanagar Gas Pipeline. |
| 15 | Common Toilet | : | Combined Toilet shall be provided on ground floor. |
| 16 | Main Gate | : | Decorative gate of appropriate size and compound lighting with water proof features shall be provided and connected with water proof cables. |
| 17 | Pump Room | : | Two pumps of adequate capacity as per MCGM rule second pump will be stand by pumps but both inter connected so that alternatively either can run. |
| 18 | Loft | : | Provision for loft will be provided. |
| 19 | Grill | : | Only after the elevation of the building is finalized. |
| 20 | Compound Wall | : | Compound wall approx 1.5 m high both side cement plaster shall be provided. |



Ignesh

Rishi

62

ANNEXURE - III

902/919

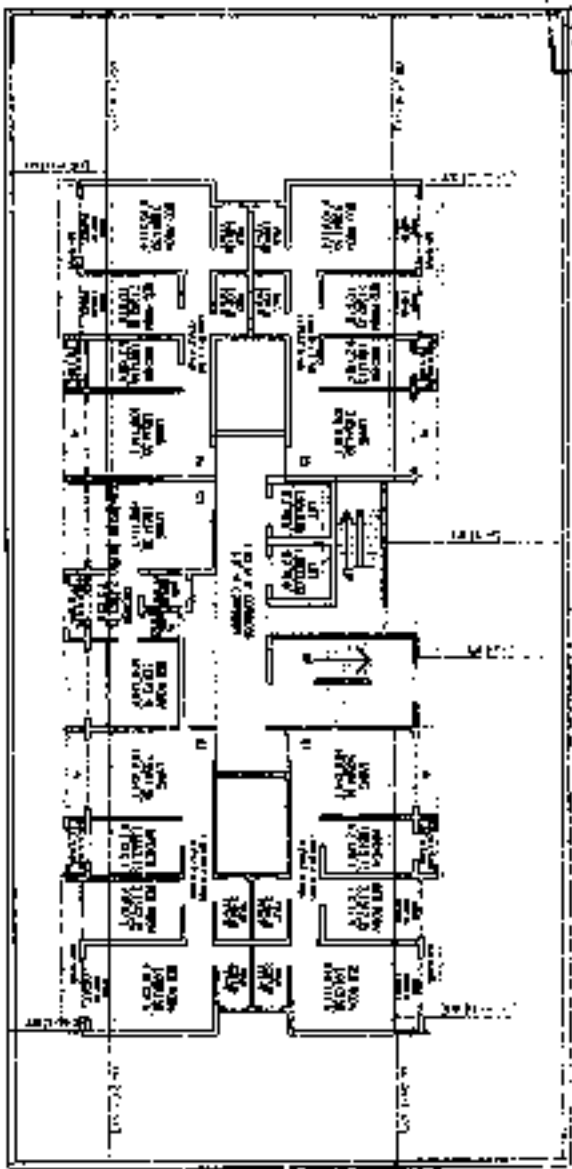
1800

Sr. No.	List of Members	Carpet Area in Sq.ft	Additional Area approx in Sq.ft
1	Smt. Lilavantiban Amarchad Mehta	484	136
2	Shri. Vitthal S. Ghatkar	484	136
3	Shri. Govind Ram Sharma	484	136
4	Shri. Mohamed Iqbal Omar	484	136
5	Smt. Rani Rameshkumar Sharma	484	136
6	Shri. Bhaskar Mohan Panda	484	136
7	Shri. Baburao Bhikaji Surve	484	136
8	Smt. Sushila Krishnan	484	
9	Shri. P.K. Shankaran	484	
10	Shri. Tokarshi Ramji Karlya	484	
11	Smt. Snehalata Sakharan Shinde	484	
12	Shri. Gajanan Nagappa Kamat	484	
13	Shri. Shivrām Korga Shetty	484	136
14	Shri. Dayanand Shivram Shetty	484	136
15	Shri. Parshuram Suresh Dalvi	484	136
16	Smt. Chandrika Kirtikumar Sanghvi	484	136
17	Shri. Shankar Shyam Shetty	484	136
18	Smt. Shweta B. Bhoite	484	136
19	Shri. Ratilal Vittal Pethkar	484	136
20	Shri. Asnok Sunder Shetty	484	136
21	Smt. Aruna Ramesh Ojha	484	136
22	Shri. Chintamani Purnottam Sawarkar	484	136
23	Shri. Chandarsingh Naharsingh Rajpurohit	484	136
24	Shri. Prahladsingh Naharsingh Rajpurohit	484	136
25	Shri. Baburao Vasant Naik	484	136
	Smt. Sarojini Dattatray Kulkarni	484	136
27	Smt. Shrutī Shreekanth Kulkarni	484	136
28	Shri. Mohan Maratappa Shenoy	484	136
29	Smt. Radhika Nandkishor Sawant	484	136
30	Smt. Darshana Datta Vichare	484	136
	Shri. Datta Ganapath Vichare	484	136
31	Shri. Vijay Dattaram Pujari	484	136
32	Smt. Hansa Hasmukh Gandhi	484	136

NOTE : All additional area shall be subject to MCGM approval and guidelines.

[Handwritten signatures and initials]

ANNEXURE - IV

		२०९९ १०९९७ १०९९७
ROAD		
२०९९		१०९९७


 Signed


 Date


 २०९९

महिलामत्ता पत्रक

पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९
 पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९
 पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९

पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९

क्र.सं.	व्यक्ति	सं.सं.	वर्ग (अ/ब)	पत्रांक (अ/ब) दिनांक (अ/ब)
१२१५२	वि.सं.सं. अद्वैत - वि.सं.सं. १२१५२	१२१५२	अ	१२/१२/२०१९
१२१५३	वि.सं.सं. अद्वैत - वि.सं.सं. १२१५३	१२१५३	अ	१२/१२/२०१९
१२१५४	वि.सं.सं. अद्वैत - वि.सं.सं. १२१५४	१२१५४	अ	१२/१२/२०१९

पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९

पत्रांक - १२१५२
 दिनांक - १२/१२/२०१९