

beneficial manner but can also generate a sufficient corpus for the said Trust to look after and maintain the day to day running of the said Trust. The Trustees would be absolved from their statutory obligation to repair the existing Buildings.

L) The Trustees have therefore discussed with the Tenants/Occupants who have agreed to extend full co-operation to the said Trustees in development of the entire property as they will be provided suitable alternative accommodation ownership basis and free of cost in place and stead of their present respective premises, the tenants / occupants have laid down the following strict conditions:

- i) that the development shall be carried out by a Developer to be nominated and/or recommended by the Occupants, this being the pre-condition for the Occupants for agreeing to the contemplated development.
- ii) that the rights and interest of the Occupants shall be fully protected and that each one of them is assured that each one of them shall be provided a carpet area in the proposed new building(s) (The Tenant Building/s) equivalent to the carpet area of present premises on ownership basis of them. An additional carpet area of only 50 sq. ft. shall be provided on payment of Rs.60,000/- by each of the Occupants.

M) The Trustees have therefore in the interest of the said Trust decided to re-construct the Building/s for the benefit of the Occupants and to meet the cost and expenses thereof, to entrust the work of development of the said property to the Developers herein who are recommended by the tenants/occupants.

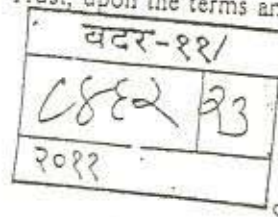
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- N) The Developers being reputed and leading developers have sufficient funds to invest and to develop the said property on the terms and conditions agreed by and between the parties hereto and with the consent of all the occupants on the said property, but subject to prior permission of the Charity Commissioner for the same. The Trustees in consultation with the Tenants have agreed to enter into Development Agreement with the Developers to develop the said property on terms and conditions agreed to between them.
- O) The parties hereto are desirous of recording the terms and conditions agreed between them in writing.

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

The recitals above shall form part and parcel of this agreement.

- 2) Subject to (1) prior permission of the Charity Commissioner, Mumbai, under the provisions of Bombay Public Trusts Act, 1950 ("the said Act"), and (2) the certificate being granted by the Income Tax Authority under Sec. 281 of the Income Tax Act 1961, the Trustees hereby appoint the Developers as developers to develop the said property of the said Trust, upon the terms and conditions as appearing hereinafter.



- 3) It is agreed and declared by and between the parties hereto that the Trustees in consultation with the Developers shall make an application to the Charity Commissioner, Maharashtra State, Mumbai, for granting permission for development rights in respect of the said property as contemplated herein and especially:

- i) To enter into Development Agreement on terms and conditions mentioned in this Agreement for the purpose of development of the said property of the said Trust.
- ii) To sign and execute such document including Irrevocable Power of Attorney and to register them with Sub-Registrar of
- iii) On full development of such portion of the property, to transfer the property in favour of Co-operative Housing Societies or as the case may be.



- 4) The Developers shall be entitled to approach at its own costs, but on behalf of and in the name of the Trustees of the said Trust, the concerned authorities and do various acts, deeds and things for the purpose of obtaining IOD and CC in respect of the development of the said property.

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- 5) The Plans for the development of the said property shall be prepared by the Developers. All decisions relating to execution of development work including

the nature and quality of construction, the size of the units, the appointment of RCC consultants and Architects, appointments of civil and building contractors, purchase of building and construction material and any other decisions relating to the Development of the said property will be taken by the Developers subject to the approval of the Trustees.

- 6) All expenses in respect of the development of the said property including inter alia the construction cost, the cost of obtaining various permissions, the cost of appointing various professionals and all other costs, charges, deposits, premia, fees, electricity charges, water charges etc. shall be paid solely by the Developers. The said Trust shall not be liable for any expenses of any nature whatsoever.

In consideration of the Trustees granting permission to develop the said property of the said Trust and inter alia allowing the Developers to appropriate the proceeds of such development, the Developers shall:

- i) bear entire costs of the project
- ii) re-house the occupants in newly constructed building/s (the Tenant's building/s) on ownership basis, as set out hereinafter,
- iii) handover to the Trust free of costs and on ownership basis a composite structure of approx. 15,000 sq. ft. built-up area to be used by the Trust for its objects including inter alia Upasharay, dispensary, sanatorium, Trust office, Ayamb: Khata etc.



Developers obligations

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iv) pay to the Trust a sum of Rs.90,00,000/- (Rupees ninety lakhs only), to be paid in the manner following :

- a) a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) within 30 days from the date of receipt of the permission from the Charity Commissioner under the provisions of the Bombay Public Trusts Act, 1950,
- b) a sum of Rs.20,00,000/- (Rupees Twenty lakhs only) within 30 days of all the occupants executing Tenants Agreements, agreeing to shift to permanent alternate accommodation, and
- c) the balance Rs.50,00,000/- (Rupees Fifty Lakhs Only) within 30 days from the date of completion of the entire project as evidenced by the receipt of the Occupation Certificate in respect of the last building (including tenant's buildings) to be constructed by the Developers on the said property.



- 8) On the execution hereof, the Developers shall be entitled to finally approach the Occupants of the existing Buildings and to obtain their consent and / or no objection for the development of the property as stated herein, provided however that the responsibility to obtain such consent / no objection shall always be that of the Trustees.

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9) In the Property Register Card the said property stands in the name of the Trustees. The Trustees have acquired the said property under the Conveyances dated 29.3.1972 & 30.9.1963 respectively and the said Conveyances are registered with the Sub-Registrar of Assurances Bandra at Nos. Bom/R/1556/72 & Bom/R-2658/8/9/1463 respectively.

10) The Trustees hereby state, declare and confirm that:

- a) The Trustees as the Trustees of the said Trust are the absolute and legal owners of the said property and the title of the Trustees to the said property is clear and inmarketable and free from all reasonable doubts.
- b) The said property is within the ceiling limits of the Urban Land (Ceiling & Regulation) Act, 1976 and the Trustees are entitled to hold the said property.
- c) Save as aforesaid, the said property is free from all encumbrances and is not subject to tenancy or any sub-tenancy, charge, lease, mortgage, lien, mortgage, gift, inheritance, easement, trust, injunction or any such encumbrances.
- d) There are no prohibitory orders or any attachment or otherwise any liabilities in respect of the said property or any part thereof whereby the rights of the Trustees are affected.
- e) There are no Estate duty, Wealth Tax, Income Tax, Sales Tax or other taxation proceedings, whether for recovery or otherwise initiated by any



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tax authorities and / or pending whereby the rights of the Trustees in respect of the said property are affected.

- f) All outgoings in respect of the said property including land revenue, municipal taxes, etc, have been paid up to date by the Trustees.
- g) The said property is not reserved by the Government, MCGB, Town Planning Authority or any other local or public authority for public or any other purpose;
- h) There is no outstanding notice or other order or intimation issued by the government or the Municipal Corporation of Greater Mumbai or any other public body in respect of any acquisition or requisition of the said property or any part thereof.
- i) There is a proper access to the said property from main / public road as shown in the plan annexed hereto.
- j) The said property is situated in Residential Zone.
- k) The Trustees have not entered into any agreement or arrangement with any other person or persons or builders for the development of the said property and that they have not accepted any loan deposit, earnest money or any consideration from any person or persons. The Trustees hereby agree to indemnify the Developers against any third party claims of whatsoever nature.
- l) There are no circumstances or factors which prevent the Trustees from dealing with the said property or which prevent the Developers from acquiring the rights as hereunder contemplated.



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- m) The Trustees are entitled to enter into and implement this Agreement.
- n) A part of the said Property being a portion of C.T.S. No 512B has been declared as a slum, which portion is shown shaded in brown colour on the Plan annexed hereto.
- o) The Trustees shall from time to time and at all times indemnify and keep indemnified, saved and defended the Developers from and against all losses, damages, litigations, claims, demands and costs that may be made and / or raised by any one or incurred by the Developers as a result of any of the statements, declarations and representations herein contained being found to be untrue.

The Trustees are aware that relying upon the aforesaid averments to be true and correct, the Developers have agreed to enter into these presents and have agreed to make the payment and take up the obligations as provided in this Agreement.

During the subsistence of this agreement and at any time before the Tenant has shifted to new premises, it is agreed that the said Trust as landlord's will be entitled to permit any of the existing Tenant to surrender their premises to the Trust on such terms and conditions as the Trust may determine. If the Trust agrees to transfer the Tenancy in favour of new tenant, the terms of new tenancy will be subject to the new tenant agreeing to abide by and comply with all terms and conditions of tripartite agreement agreed hereto by the old Tenants. If the Trust



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decides to retain the premises for itself it will also be bound by the terms and conditions of the tripartite agreement.

- ✓ 12) The Developers agree to construct independent building structure for the said 15000 sq.ft. of built up area for the purpose of Upasaray, Dispensary, Bhojnalaya, Ayambil, Sanatorium, office, etc., having a common wall with one of the new building and having separate entrance gate from compound (hereinafter referred to as "Trust building").

- 13) The Developers shall be entitled to investigate title of the said property including by giving public notice and taking search.



- 14) The Developers shall be entitled to enter into agreement for providing permanent alternate accommodation to each of the Occupants of the said Existing Buildings.

Such agreement shall be between Trust, Tenant and Developers.

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15) According to the Trustees some of the Occupants are in use and occupation and possession of Rooms having 220 sq. ft. Carpet area and some of the Occupants are in use and occupation and possession of Rooms having 280 sq. ft. Carpet area. (details whereof are also set out in Annexure 'A' hereto) and the Developers shall provide such area free of cost and an additional area of only 50 sq ft to each of the Occupants @ Rs.1,200/- per sq. ft. of such additional area i.e. the Occupant occupying the area of 220 sq.ft. will get 270 sq. ft. carpet area & the Occupant occupying the area of 280 sq. ft. will get 330 sq. ft. carpet area provided

however that for the said additional area of 50 sq. ft., each of the Occupants shall pay Rs.60,000/- to the Developers, on Ownership basis in the new Buildings ("the Tenants Building/s") to be constructed by the Developers at its' own costs and expenses.

- 16) The Permanent Alternative Accommodation i.e. the new premises in the Tenants Building /s, to be given to the Occupants shall have the amenities and facilities as provided in Annexure C hereto. If the Developers desire to change the specification for such amenities, the Developers shall do so only after consultation with the Chairman of the Trust.

- 17) The Trustees shall place the Developers in possession of the said property as Licensee, of the said Trust for the purpose of development and sanctions, permissions and development shall be in the name of the said Trust.



On the said Tenants building/s being ready with Occupation Certificate and Water and Electricity functioning, the Developers / the Trustees will shift the Occupants from the existing buildings to the permanent alternate accommodation in phased manner in the said Tenants building/s, provided however that the obligation to ensure that all of the Occupants shift to the new Tenants Building/s shall be that of the Trustees

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- 19) The premises to be allotted to each Occupant shall be decided by the Developers in consultation with the Trustees, it being understood, agreed and confirmed that

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it shall be the sole discretion of the Developers / Trustees to decide as to which of the new premises shall be allotted to each tenant and the tenant shall have no say in this regard.

- 20) On the Occupants being shifted to the permanent alternate accommodation, under the agreement with the Tenants stated hereinbefore they will be the Owners of the respective premises so provided to them and on such shifting the rights of each Occupant in the respective Tenanted premises in the Existing Buildings shall automatically be deemed to have been surrendered and the Occupants shall cease to be the tenants (as alleged or otherwise) of the said Trust, in respect of the premises in their respective occupation.



The Occupants shall be liable to pay all out goings in respect of the said permanent alternate accommodation given to them for maintenance, electricity, lift charges, common expenditure for the common amenities etc., from the date of the possession being handed over to the Developers.



- 22) For the purpose of administration, the Developers shall form a separate Co-operative Society/condominium/limited Company or other Organisation of the said Tenants building/s and other new buildings. However, the Trustees and / or the Developers shall not be bound to execute any Conveyance, which will be executed by the Trustees in favour of the Apex Body of all such organisations of the Buildings constructed on the said property. Alternatively the Occupants shall

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become members of a single co-operative society / condominium alongwith other flat purchasers and the conveyance shall be executed in favour of a single co-operative society / condominium.

- 23) In the event an occupant in whose name the tenancy stands has expired the Trustees will decide which of the heirs of the deceased occupant will be the tenant and will transfer the tenancy in the name of such heir. The Developers shall recognize as a tenant, the person, in whose name the Trustees have issued the last rent receipt and the Developers, will not be responsible about the dispute between the heirs of such deceased, tenant.

- 24) Subject to aforesaid the Trustees shall make out a marketable title to the said property free from all encumbrances, claims and demands and shall at their own costs and expenses get in all outstanding estates and shall effect in title and all encumbrances and / or claims on or to the said property all claims by way of sale, mortgage, trust, exchange, gift, basement, charge, lease, lien or otherwise in respect of the said property.

- 25) The Trustees shall within a period of one week from date of execution of these presents deliver or shall cause to be delivered to the Developer's Advocate, the documents of title if any relating to the said property against his accountable receipt for investigation of the Trustees' title to the said property.



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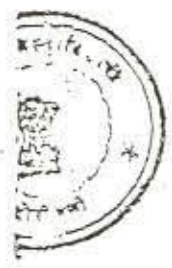
- 26) The Developers shall complete the investigation of title within a period of four months of execution of these presents and at the end of the stipulated period of four months will either accept the title or reject the same.
- 27) In the unlikely event of the Developers and / or their Advocates not conveying in writing the rejection or acceptance of title within the aforesaid stipulated period of four months it will be deemed that the title is accepted by the Developers and parties hereto will proceed accordingly.
- 28) It is agreed, declared and confirmed that the Developers shall at its cost prepare plans for construction of the Tenants building/s to be put on the said property as envisaged under these presents and shall also prepare plans for construction of other new buildings and get the same sanctioned and obtain IOD, get Commencement Certificate from time to time in respect of such IOD and the Developers, as per the approved and sanctioned plans of Buildings and simultaneously start process to purchase FSI in the form of TDR from the sellers of such FSI and merge such FSI in the form of TDR, loading the same on the said property, while getting the building plans sanctioned by necessary authority.
- 29) It being clarified, and agreed as essential and integral terms and conditions of this Agreement that :-



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- a) All such development work and construction envisaged under these presents shall be carried out by the Developers at the risk, responsibility, costs, charges and expenses of the Developers
- b) The said Tenants building/s will be for Occupants and if there are more flats than required to be given to the Occupants in the said Tenants building/s the same shall be dealt with in the manner provided in the sub clause (c) below.
- c) Out of the rest of the developed property, i.e. the balance area save and except the area to be provided to the Occupants, the built up area of 15,000 sq. ft. referred to in Clause 7(iii) hereinabove ("Trustee's Area") shall be handed over duly constructed to the Trustees and the Developers shall be entitled to the balance of the built up area which may be in the form of residential flats and/or shops and other areas ("Developer's Area"). The Developer in its discretion shall be entitled to develop the property as per sanctioned plans and to deal with and dispose of the balance premises after making provision for providing accommodation to tenants and the Trust for 15,000 sq. ft. It is further agreed and declared and the Developers doth hereby confirms that after providing the respective areas for the Trust, the Developers shall be entitled to deal with and dispose of the additional area in the manner it may deems fit including entering into Ownership Agreements for flats, shops and other premises.



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- d) Portion of plot reserved for constructing building for Secondary School by BMC, shall be kept open and is not the subject matter of this Agreement.
- 30) The Developers will at its own costs and expenses purchase TDR which it may desire to load on the said property.
- 31) The Developers will at its own costs, expenses, risk and responsibility do, the following:-
- get prepared by its Architect building plans for constructing on the said property residential building/s (as may be planned / decided by the Developers). The building plans so prepared by the Developers shall be in accordance with the building rules, regulations and bye-laws of the relevant authority in force at the relevant time.
 - For the purposes of such development and for getting such building plans sanctioned by the Brihanmumbai Municipal Corporation (BMC), the Developers would be entitled to consume the FSI of the said property as also compensatory FSI, if any, of the said property as may fall within the set-back line, as also to load Transferable Development Rights (TDRs), including Slum TDRs that may be permissible under the DC Regulations to be utilized for constructing building/s on the said property.
 - The Developers would engage Architects of its choice to prepare such building plans and to submit such building plans to BMC for its approval and for the approval of the Trust.



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- d) The Developers would engage Structural Engineer for preparing the Structural design and plans, to be approved by the Trustees.
- e) The Developers shall bear and pay not only the fees, costs, charges and expenses of such Architects and Structural Engineer but shall also bear and pay the scrutiny fees, development charges, premium deposits and all other costs, charges and expenses (including premium) for getting such building plans sanctioned by BMC and for obtaining the IOD and Commencement Certificate as also the Occupation Certificate as the Developers would be required to obtain the Occupation Certificate for allowing such proposed building to be occupied, and the completion certificate.
- f) The entire cost of the development including cost of construction of all such buildings and other development including compound wall, paving of compound, stilt, water proof terrace providing proper water storage tank electric and water connections shall be borne by the Developers, the intention being that entire development shall be by and at the risk and cost of the Developers only.
- 32) The Developers would take out workmen compensation policy for the claims that may arise due to the accidents of workmen etc. and the Developers shall be solely responsible for any loss or expenditure to the workmen.



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- 33) The Developers shall be responsible for any loss or damage to the visitors and licensees.
- 34) The Developers will make its own arrangement for water and electricity for construction and during construction period.
- 35) It has been agreed that the Developers shall alone bear all expenses for development as provided and envisaged under this agreement including building material and provide all amenities such as water, electricity power, drainage lines, etc. to the proposed Tenants building/s and other buildings and its occupiers.
- 36) The Developers will obtain from the Architects and Structural Engineers engaged by it, letters addressed to the Trustees that they will not look to the Trustees for their fees and / or costs, charges and expenses of any nature whatsoever and will collect the same from the Developers.
- 37) The Developers will bear and pay all expenses including for search and public notice in news paper.
- 38) The Trustees and the Developers shall, from time to time, do and execute, all acts, deeds, matters and things as may be necessary or required for implementing the terms and provisions of this Agreement.



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39) The Developers agrees that it will not in any manner transfer or assign the benefit of this agreement.

40) Immediately upon the execution hereof, the Trustees shall execute a limited Power of Attorney in favour of the Developer's nominees in order to enable the Developers to develop the said property.

41) The Trustees hereby agree and undertake that upon the completion of development as contemplated herein and upon the receipt of the entire amount of Rs.90,00,000/- (Rupees Ninety Lakhs Only) as provided in Clause 7(iv) above, they shall execute a conveyance in favour of the Developers or the Co-operative Society or other Organisation to be formed by the Developers, as provided herein.

The Trustees shall join and become members of the said Co-operative Society or other Organization in respect of the Trustee's Area and for this purpose the Trustees shall pay the necessary entrance fees and the share application monies and sign such forms and applications as may be necessary in this regard.

42) It is hereby clarified that the physically divided plot of land bearing CTS No. 512B(Part) and reserved for school and shown in the map annexed hereto in Blue colour is not the subject matter of this Agreement and that the said plot shall remain with the Trustees to be dealt with by them in the manner in which they



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deem proper and that the Developers shall have no right, title or interest in the same.

43) It is further clarified that the portion of the plot bearing CTS No. 512-B, is a notified slum and the said portion forms the subject matter of this Agreement, provided however that the said portion may be developed by the Developers in accordance with the Slum Regulations and the Trustees are not concerned with the same. It shall be open to the Developers to either develop the said portion occupied by slum or to retain it in its present status, provided however that if the Developers choose to develop the said portion, the benefits generated therefrom shall also be appropriated by the Developers alone.

44) If any provision of this Agreement is invalid or unenforceable or prohibited by any law, this Agreement shall be considered severable as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party hereto to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included hereon.

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45) All out of pocket expenses, costs and charges including stamp duty and registration charges on this Development Agreement shall be borne and paid by the Developers. The Developers hereby indemnify and keep indemnified at all times the Trustees from all the consequences of non-payment or under



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payment of Stamp Duty and / or registration charges. Each party shall bear and pay the professional costs of their respective advisors.

46) The Trustees agree to get consent of all the Tenants/Occupiers of the Trust buildings on the agreements for alternate accommodation. After all the Tenants/Occupiers have executed such agreement giving their consent for development and alternate accommodation as agreed, the developers agree to complete the entire project within a period of four years from the date of last execution by Tenants/Occupiers.

47) In the event of any dispute or difference arising hereunder of whatsoever nature between the parties concerning the meaning or interpretation of this Agreement or the rights or obligations of the parties, the same shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted by a sole arbitrator.



WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first hereinabove written.



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THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of agricultural land or ground situate in the unsurveyed village of Malad Pot Tukdi in the Registration Sub-District of Bandra Suburban District of

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Bombay containing by admeasurement 10,100 square yards equivalent to 8445 square meters or thereabouts registered in the Khata of Khot under No.156 and bearing S.NO. 46 Hissa No.1 and 2 (Part) (old Nos.28 and 29 parts) and CTS No.512 (B) and bounded as follows:- that is to say on or towards the North partly by boundary of Valnai Village and partly by the property of Jethmal Champsi Sampat, on or towards the East partly by the property of Kesarbai Jivandas and partly by the Narsing lane, or or towards the South by the lands of Hornusjee Nasserwanjee now belonging to the purchasers and on or towards the West partly by the property of vendors and partly by the land of Rev. Father Fernandes.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL those pieces or parcel of land or ground hereditaments and premises situate lying

and being at the unsurveyed Khoti Village of Malad in the Registration Sub District of

Bandra, Bombay Suburban District now in Greater Bombay admeasuring about 9578

One Thousand Five Hundred Seventy Eight)square yards or thereabouts together with

the buildings standing thereon bearing the Malad Notified Area Committee No.A 15 in

the Nursing Lane bearing Municipal P. Ward No.5236 Street No. 9/2, Ward No.5237,

Street No.9/1, Ward No.5238 Street No.5239, Street No.9/3 and bounded as

follows that is to say on or towards the East by the Nursing Lane on or towards the West

by the property of Sorabji N. Pochkhanwala on or towards the South partly by the

property of Topan Haridas and partly by the property of Purshottamdas Mathuradas and

on or towards the North partly by the property of K.M. Worliker and partly by the

property of Sorabji N. Pochkhanwala.

SIGNED AND DELIVERED BY THE)

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with named "TRUSTEES"

(1) Shree. Arvindkumar Pranlal Desai ✓

✓ (2) Shri. Chandrakant Narsidas Ghelani ✓

✓ (3) Shri. Navinchandra Ramjibhai Kamani ✓

✓ (4) Shri. Mansukhlal Dalichand Kamdar ✓

(5) Shri. Manharlal Harilal Doshi ✓

(6) Shri. Manharlal Chunilal Shah ✓

(7) Shri. Kantilal Keshavlal Sheth ✓

(8) Shri. Rasiklal Nyalchand Doshi ✓

(9) Shri. Maganlal Harilal Doshi ✓

(10) Shri. Anilkumar Manilal Virani ✓

(11) Champaklal Mulchand Lakhani ✓

(12) Shri. Jugalkishor Chatrabhuj Doshi ✓

(13) Shri. Shashikant Gordhandas Badani ✓

(14) Shri. Pravinchandra Pranlal Mehta ✓

(15) Shri. Shivubhai Vasanji Lathiya and

(16) Shri. Vadilal Kanurchand Dalal ✓

the present Trustees

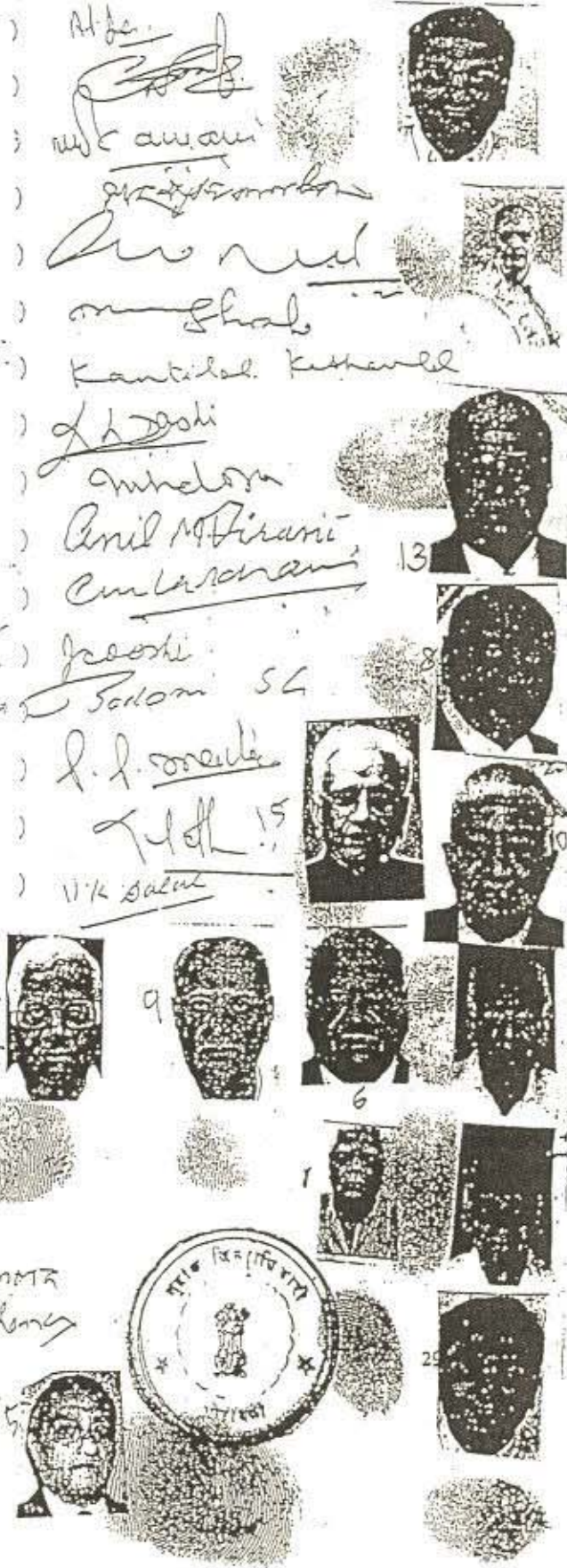
of SHRI SAURASHTRA DASHA

2022

BHOJNALAYA TRUST



Shri. Bahyalal Ajmera
6702 Dhanraj Presidency
Off. 174 Road
Kandivli - West
Mumbai 400 067



SIGNED AND DELIVERED BY THE)
withnamed "DEVELOPERS")
M/S. VISHAL CONSTRUCTIONS.)
through its Partner Mr. R. S. Ajmeraj X
in the presence of)

R. S. Ajmeraj

Witnesses: C. S. Ajmeraj



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