

other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Property;

6.15 To obtain Part Occupation Certificates (POC), Occupation Certificates (OC) and Building Completion Certificates (BCC) in respect of the new Building to be constructed on the said Property;

6.16 To put up boards/hoardings on the said Property to market the said redevelopment project;

6.17 To market and sell the Developers' Free Sale Premises and enter into and/or execute Agreements for Sale, letters of allotments and/or such other deeds, documents and writings with new purchasers as it deems fit and proper under the relevant law for the time being in force. All and any decision with respect to the marketing of the Developers' Free Sale Premises or any part thereof including the determination of the price and consideration at which the same should be undertaken, shall be taken solely by the Developers;

6.18 The Developer shall be solely entitled to advertise and brand the Project at its own discretion;

6.19 The Developer shall be solely entitled to name the new building;

6.20 To appear before the Sub-Registrar of Assurances and/or appropriate registering authority and to lodge for registration, all or any of the documents executed on its own behalf and on the behalf of the said

Societies in pursuance to the marketing of the premises hereof and to admit execution thereof;

6.21 To raise loans and debts from banks, financial institutions or persons for the redevelopment of the said Property, without making the Owners, the said Societies or the Existing Members personally liable for repayment of the loan amount. For raising any such debt, the Developer shall be permitted and entitled to create a charge by way of mortgage of the Developers' Free Sale Premises, without any consent of the Owners, the said Societies or their members to enable the Developers to raise a debt. The Owners and the said Societies shall do all the necessary acts.

Owners 

Society No. 1

Society No. 2

Developers 

Members of Balva CHS. I

Members of Balva Nagar Unit No 2 CHS. Ltd.



deeds, matter and things as may be required by the bank/s and/or financial institution/s;

To take all necessary steps for the formation and registration of the new society and for that purpose to sign and execute all necessary declarations, applications, papers, writings, deeds, instruments and documents and make representations before all concerned authorities as and when necessary and required to do so;

To make, sign, execute, submit, address any applications, forms, declarations, documents, undertakings, papers, writings, indemnify bonds, letters, communications, representations, statements, terms, conditions, to or before the Central or State Government, the Municipal Corporation of Greater Mumbai, the Town Planning Authorities, Ministry of Environment and Forest, National Coastal Zone Management Authority, Revenue Authorities, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, the Maharashtra Real Estate Regulatory Authority, the Government of Maharashtra and all its ministries and departments, Government of India and all its ministries and departments, Defence establishments including the Air Force, Airport Authority, concerned public / statutory authorities / private utilities, the Maharashtra State Electricity Board, Tata Power, Reliance Energy, the MTNL, Collectors of Land Revenue and Assessors and Collectors of Municipal Rates and Taxes, Commissioner of Police and any other appropriate Government or Local or statutory authority or other Competent Authority or Authorities or public body or bodies whatsoever

as may be necessary to carry out and/or implement any of the provisions herein contained;

6.24 To apply for and obtain permission for change of user of the said Property or any part thereof if required, without causing any impediments or hindrance to the said Societies;

6.25 To carry out and comply with all the conditions contained in the development permissions as may be obtained from time to time;

Owners

Society No. 1

Society No. 2

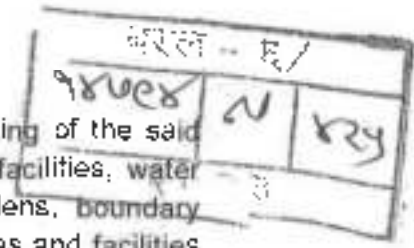
Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS. Ltd.



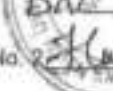
- 6.26 To convey the said Property to the new Society;
- 6.27 To carry out all the infrastructural work including levelling of the said Property, laying of roads, street lights, water storage facilities, water mains, sewages, storm water drains, recreation gardens, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed building/s as may be required by any approval layout plan, or order of any governmental/semi-governmental authority or as the Developer deems fit or necessary;
- 6.28 To make payment and/or receive the refund of all deposits, scrutiny fees, and/or other charges to and from, respectively, all public / statutory authorities and/or public / private utilities relating to the development of the said Property in the manner envisaged herein;
- 6.29 To pay all the outgoings and statutory dues in respect of the said Property including municipal taxes, rates, cesses, municipal fees;
- 6.30 To bear and pay development charges, taxes and payments to the municipal authorities for land under construction and all other outgoings pertaining to the development of the said Property.
- 6.31 To generally do any and all other acts, deeds, matters and things that may be required and/or desired by the Developers for completing the redevelopment of the said Property in accordance with this Agreement;
- 6.32 The Developers shall, prior to offering possession of the Members' New Premises to the Existing Members, execute in favour of the respective Existing Members, the requisite individual agreement in respect of the respective Members' New Premises (hereinafter referred to as "Alternate Accommodation Agreement") after obtaining IOD from MCGM which shall specify the details of the New Premises to be allotted to the respective Existing Members. The respective Society shall also join in the execution of such Alternate Accommodation Agreement. The purpose of the Alternate Accommodation Agreement shall be limited to formally earmark the respective Members' New Premises to be handed over to the respective Existing Members. It is clarified that the entitlement



Owners 

Society No. 



Society No. 



Developers 



Members of Balwa CHS. Ltd. 

Members of Balwa Ngs Unit No. 2 CHS. Ltd. 



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of the Existing Members to their respective Members' New Premises has accrued under this Agreement and it is not the intention of the Parties that any transfer or allotment is to take place by virtue of the Alternate Accommodation Agreement.

6.33 It is further clarified that the Alternate Accommodation Agreements to be executed in pursuance of this Agreement shall not amount to an independent transaction and the same shall thus be a document incidental to this Agreement, which is the principal document within the meaning of Section 4 of the Maharashtra Stamp Act, 1958; and accordingly, the Developer shall be liable to pay stamp duty on the Alternate Accommodation Agreement under the provisions of Section 4 of the Maharashtra Stamp Act, 1958, as a document incidental to this Agreement. However, in the event if any Existing Member/s acquires/purchases any additional areas as a part of the Member's New Premises, over and above the free of cost area agreed to be provided by the Owners/Developer under Clause Y(i) above, then in such an event, such concerned Existing Member/s shall be liable to bear and pay the registration, GST and stamp duty charges incurred in respect of the additional area acquired by such Existing Member/s, without calling upon or requiring the Developer to bear and pay the same.

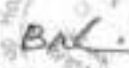


6.34 The Developers shall prior to committing sale of the Developers' Free Sale Premises and the Developers' Parking Spaces in the Proposed Building make the requisite application to the Maharashtra Real Estate Regulatory Authority for registration of the project of construction of the Proposed Building under the provisions of RERA.

6.35 The said Societies shall render all necessary co-operation as may be required by the Developers for the purpose of registration of the project of construction of the Proposed Building under the provisions of RERA including *inter alia* the requisite declarations as a promoter as may be required under the provisions of RERA.

6.36 The Developers shall construct the Proposed Building in accordance with the plans and specifications as are approved by the concerned Planning Authority. The Developers shall be responsible for the quality of construction of the Members' New Premises.

Owners  Society No. 1

66  Society No. 2

Developers  

Members of Balwa C-S. Ltd. 

Members of Balwa Nagar Joint No. 2 CHS. Ltd. 



7. COVENANTS AND OBLIGATIONS OF THE OWNERS AND THE SAID SOCIETIES:

The Owners and the said Societies hereby agree to carry out the following obligations:

- 7.1 The said Societies shall sign all deeds, documents and writings to make out a clear and marketable title to said Property if required, free from all encumbrances and claims in this regard.
- 7.2 The Owners and the said Societies shall not assign and/or transfer, in any manner whatsoever (including by way of change in its constitution by the said Societies), the rights and obligations of the Owners and the said Societies under this Agreement without the prior written consent of the Developer;
- 7.3 The Owners and the said Societies shall not do, execute or cause to be done or executed any act, deed, matter or thing whereby the said Property and/or the rights or any right, title or interest in respect thereof or any part thereof and/or any rights and/or entitlements of the Developers under this Agreement are in any manner affected and/or jeopardized;
- 7.4 The Owners and the said Societies shall not allow any transfer of or allow creation of any charge of whatsoever nature on the Existing Premises subsequent to the execution of this Agreement without the written consent of the Developers;
- 7.5 The Owners and the said Societies shall not interfere with or cause any obstruction or hindrance in the development of the said Property or the marketing of the Developers' Free Sale Premises in the manner provided herein or interfere with or disturb the possession of and rights granted by the Owners and the said Societies to the Developers in the manner provided in this Agreement;

Owners

Society No.

Society No.

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS Ltd.



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The Owners, the Society No. 1, Society No. 2 and Developers agree, confirm and covenant that if the plans are required to be modified or revised then such modification/revisions shall not require the consent of the Owners, the said Societies and the members of the said Societies as long as the total area allotted of the new premises to the members of the said Societies are not altered or modified. The Developers shall be entitled to amend the plans and placement of the flats without and reference to the Owners, the said Societies and the members of the said Societies in accordance with Rules and Regulations of the BMC/MCGM;

**8. REPRESENTATIONS OF THE OWNERS AND THE SAID SOCIETIES:**

The Owners and the said Societies, each for themselves, do hereby declare represent and warrant to the Developers as follows:-

- 8.1 The said Societies are registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960. The execution of this Agreement has been duly authorised and approved by its members in the duly convened Annual/Special General Meetings of the members;
- 8.2 Till prior to execution of this Agreement, the said Societies were in the sole and absolute occupation of the said Property excluding the Property on which the building known as Madina Manzil has been constructed. The legal ownership of the said Property has not been conveyed in favour of the said Societies and continues to vest with the Owners.
- 8.3 The Owners and the said Societies have the absolute right, title and authority to grant rights for the redevelopment of the said Property unto the Developers in the manner as provided herein and to enter into this Agreement and have not done or in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the rights of the Developers under this Agreement may be prejudicially or adversely affected;
- 8.4 The Owners and the said Societies have neither entered into and nor shall they henceforth, enter into any deeds, documents, agreements, understandings and writings of any nature whatsoever with any person

Owners

Society No. 1



Society No. 2



Developers

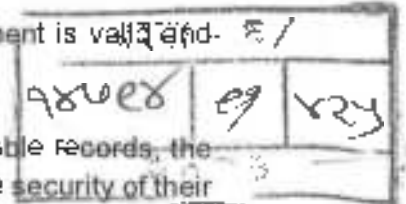


Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS Ltd.

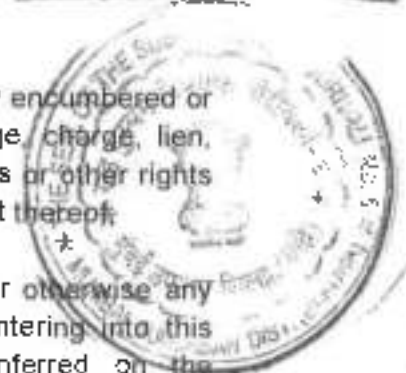


or party, in respect of the said Property till this Agreement is valid and subsisting;



8.5 The said Societies hereby confirm that as per the available records, the individual members have not availed any loan against the security of their respective flats.

8.6 The Owners and the said Societies have not in any way encumbered or agreed to create an encumbrance by way of mortgage, charge, lien, trust, sale, pledge, lease, leave and license, easements or other rights or otherwise howsoever on the said Property or any part thereof.

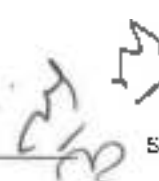


8.7 There is no prohibitory order or any statutory order or otherwise any restrictive order restricting the said Societies from entering into this Agreement or affecting the rights granted to/ conferred on the Developers under this Agreement;

8.8 Neither the said Property nor any part thereof is the subject matter of any litigation or proceedings in any court or tribunal nor is there any attachment on the said Property or any part thereof either before or after judgment and there is no money decree passed against the said Societies;

8.9 No notices from government or any other local body or authority or under Municipal Act or Epidemic Disease Act or Land Acquisition Act or Town Planning Act/The Defence of India Act or Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Property or any premise within the societies) has been received by or served upon the Owners or the said Societies in respect of the said Property or any part thereof.

8.10 There is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central or State or Local Body, Public Authority for taxes, levies and cesses with respect to or affecting the said Property or any part thereof;

Owners  Society No. 1  Society No. 2  Developers    
Members of Dalva GHS, Ltd.  Members of Balva Nagar Unit No. 2 CHS, Ltd.   
 

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9.11 There is no impediment or prohibition under any law or under any agreement whereby the Owners and/or the said Societies are in any way prevented or hindered from transferring and/or granting the development rights with respect to the said Property to the Developer as envisaged herein for redevelopment the said property;

9.12 There are no encroachments, trespassers or tenants or occupants or licensee or any rights created in favour of the third parties with respect to the said Property or any part thereof.

### 9. PROPOSED TIMELINES FOR COMPLETION

The Developer shall, subject to Clause 9.3 below, complete construction of the New Building and obtain Occupation Certificate in respect of the New Building within 48 (forty-eight) months from the date of the issuance of Commence Certificate (first) with an additional grace period of 6 (six) months aggregating to 54 (fifty-four) ('**Proposed Completion Date**').

9.2 The Developers shall from time to time, be entitled to an automatic extension of its obligations Under this Agreement including of the Proposed Completion Date where the redevelopment of the Property is held-up, delayed and/or otherwise affected on account of (a) Force Majeure (defined below); and/or (b) any act, omission, breach of this Agreement and/or delay on the part of and/or stoppage, caused by or attributable to the Societies and/or the Members and/or other persons including as envisaged herein or if any third-party puts forward any claim in respect of the flats in the new Building which results in a delay or stoppage of work ('**Societies Default**').

The extension of time for the performance of the Developer's obligations under this Agreement shall be equivalent to the period where the event of Force Majeure and/or the Societies Default above has affected, restricted, hindered, or obstructed the Developer's performance and the time required by the Developer for remobilizing its resources for commencing the development work on the Property.

9.3 For the purposes of this Agreement, '**Force Majeure**' includes  
(a) all natural calamities and/or any act of God and/or any such act which is

Owners

Society No. 1

Society No. 2

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

commonly beyond the control of the Parties hereto viz. Earthquake, floods, tidal waves, riots, war, tempest, civil commotion act(s) of terrorism, terrorist attacks, fire, pandemic, covid, lockdown, any judgement passed by the Courts of India on RG or any other laws/amendments proposed by the laws in India, strikes and political unrest;

- (b) non-availability or delay in obtaining any statutory or regulatory approvals and/or permissions/ clearances;
- (c) non-availability and/or shortage/scarcity of material, sand, steel, cement, other building equipment and/or material, water, electricity, utilities and/or labour;
- (d) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the redevelopment of the Property;
- (e) any restraint and/or injunction and/or prohibition order of a court, tribunal and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the redevelopment of the Property;
- (f) any notification, change in law and/or regulations levying any onerous obligations/conditions on the Developer and/or levying any additional/new conditions which in the opinion of the Developer materially affects the redevelopment of the Property as presently envisaged by the Developer;
- (g) any other reason beyond the control of the Developer.

9.4 It is clarified that the Members shall be entitled to receive the Displacement Compensation during any extension of time save and except if such extension is pursuant to a Society Default.

9.5 In the event of occurrence of any event of Force Majeure, the Developers shall give a notice in writing to the said Societies stating the nature of the events and explaining its inability to perform any obligation by the Developers.

9.6 The Developers shall not be liable for any risk or loss arising out any event of Force Majeure and/or Society Default and the Developers shall not be liable to bear and/or pay to the Owners and/or the said Societies and/or the Existing Members any pre-estimated liquidated damages, charges, liabilities, or any other amounts etc except the transit compensation payable to the members of the said Societies.

Owners

Society No. 1

Society No. 2

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS Ltd



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10. TITLE

10.1 The Owners represent and declare that the title of the said Property is free from all Encumbrances, doubts and claims and is clear and marketable. The said Societies and its Members represent that the title of the buildings and the Existing Premises are clear and marketable and free from all encumbrances.

It is agreed that if, at any time hereafter, any Encumbrance/s arise and/or any claim/s or demand/s are received from any party in respect of the said buildings and/or the Flats situated in the said buildings, it shall be the sole responsibility of the Developers, at the costs of the said Societies/Members, to have such Encumbrance/s, claim/s and demand/s, and/or suits, actions, proceedings and disputes (as the case may be) settled, removed, or withdrawn to the satisfaction of the Developers, no later than fifteen (15) days from the date that the same are notified or come to the knowledge of the said Societies and/or to the Developer. It shall be the sole responsibility of the Developers to remove all defects and settle any claim at the cost and expenses of the said Societies/Members.

11. REPRESENTATIONS OF THE DEVELOPER

The Developers have represented, declared, assured and warranted to the Owners and the said Societies that the Developers have the absolute right and authority to enter into, deliver and perform this Agreement and has taken and will take in future all necessary action to enable it to execute, deliver and perform this Agreement and has not done or in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the development of the said Property may be prejudicially affected.

12. RERA REGISTRATION

The Developer shall register the project of redevelopment of the Property as required under RERA. The Owners and the said Societies undertake to furnish to the Developer, all writings and information as may be required, to enable the Developers to register the project of redevelopment of the Property under RERA and comply with the provisions of RERA.

Owners

Society No. 1

Society No. 2

Developers

Members of Balwa CHS. Ltd.

Members of Bawa Nagar Unit, No. 2 CHS. Ltd.

13. **NAME OF THE NEW BUILDING**

The name of the New Building will be "AVALON HEIGHTS/AVALON RESIDENCY" which shall not be changed without the written consent of the Developers.

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14. **NO TERMINATION BY THE SOCIETIES AND/OR THE EXISTING MEMBERS**

In view of the Developers having paid/agreed to pay substantial monies to the Existing Members in terms of this Agreement and having agreed to mobilize the required resources to purchase Development Potential and the Developers having agreed to incur financial obligations pursuant to this Agreement, the Owner and the said Societies and/or its Members shall not, nor shall they be entitled to, terminate this Agreement subject to compliance of obligations of the Developers more particularly mentioned in this Agreement.

15. **DEFECT LIABILITY**

- a. If within the Defect Liability Period, a Member brings to the notice of the Developers any structural defect in the Members' New Flat or any defects on account of workmanship, materials of construction, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then such Member shall be entitled to receive from the Developers, compensation as provided under RERA. It is further clarified that the Developers shall not be liable for any defects caused by reason of wilful default and/or negligence of a Member and/or any act or omission of a Member or any person under the Member's directions and/or any other Members. Without prejudice to the generality of the foregoing, the Developers shall however not be responsible or liable to comply with its obligations stated in herein, if the defects or provision of services referred to herein are on account of [a] acts or omissions on the part of a Members or the Societies including, but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc. or [b] due to normal wear and tear or [c] Force Majeure event or [d] in respect of such terms for which the manufacturer itself provides any warranty/guarantee.
- b. If defect, faults, etc., are in respect of any plant, equipment, fixtures, installations etc., covered by the manufacturers or suppliers' warranty or maintenance/service contract then the same shall be replaced, repaired,

Owners

Society No. 1

Society No. 2

Developers

Members of Bahwa CHS. Ltd.

Members of Talwa Nagar Unit No. 2 CHS. Ltd.



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serviced, or reinstated as per the terms of such warranty or guarantee. In such case, the Society shall be bound to enforce the terms of such warranty, guarantee or maintenance contract, and the Developer shall extend all co-operation and furnish all relevant original documents as are available with it, to the Society in that behalf.

#### 16. DISPUTE RESOLUTION AND JURISDICTION

- All disputes and differences between Owners, the Societies and the Developer hereto in connection with this Agreement including the interpretation of any term or condition hereof either during the subsistence of this Agreement or subsequent thereto, shall be referred to arbitration of a sole arbitrator to be mutually appointed by Owners, the Societies and the Developer failing which a sole arbitrator shall be appointed as per the provisions of The Arbitration and Conciliation Act, 1996. The Arbitration shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 and any statutory modification thereof for the time being in force. The seat, place and venue of arbitration shall be Mumbai.
- The arbitration proceeding shall be held at Mumbai and the language of the arbitration proceedings shall be English. The Arbitrator shall have summary powers and be entitled to give interim directions and award from time to time. The award/s of the Arbitrator shall be reasoned and given in writing and shall be final and binding upon the Owners, the said Societies, Members, and the Developer.
- The Courts at Mumbai shall alone have jurisdiction in the matter.
- It is clarified that the members of the Societies shall not have any independent right to initiate arbitration proceedings in respect of subject matter of these presents.

#### 17. STAMP DUTY AND REGISTRATION

- Stamp duty and registration charges on this Agreement and the Irrevocable Power of Attorney shall be borne and paid by the Developer. The stamp duty and registration charges, if any, in respect of the Alternate Accommodation Agreements of the Existing Members shall be borne and paid by the Developers.

Owners

Society No.

Society No. 2

Developers

Members of Bulwa CHS. Ltd.

Members of Bulwa Nagar L.P. No. 2 CHS. Ltd.



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## 19. PERMANENT ACCOUNT NUMBERS

The PAN details of the Owners, Societies and Developer are as under:

1. The Owners :
  - i. Hussein Abdul Karim Balwa : AABPB7572K
  - ii. Ismail Abdul Karim Balwa : AABPB7570M
  - iii. Umar Abdul Karim Balwa : AABPB7573J
2. The Societies :
  - I. Society No.1:
 

Balwa Co-operative Housing Society Limited : AAABB0298H
  - II. Society No.2:
 

Balwa Nagar Unit No. 2 Co-operative Housing Society Limited : AABAB0448F
3. The Developer :
 

Avalon Residency LLP : ACBFA8370N

## 20. NOTICES

- a. All notices, instructions, intimations, and other communication required or permitted to be given under this Agreement shall be given in writing and may be dispatched by personal delivery or by pre-paid registered mail acknowledgement due addressed to the Party concerned at its address set forth below. A copy of the aforesaid notices, instructions, intimations, or other communication shall also be sent via e-mail to the addresses specified below.

### In case of the said Owners:

**Hussein A. K. Balwa & Ors.**

4<sup>th</sup> Floor, Techniplex-I,

Techniplex Complex, Off. Veer Savarkar Flyover.

Goregaon West. Mumbai - 400104

Owners

Society No. 1

Society No.

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 Co-op. Ltd.



**In case of the said Society No.1:**

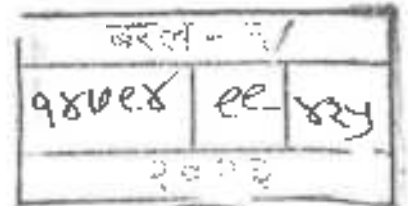
Balwa Co-Operative Housing Society Limited  
Address: Balwa Nagar, Pahadi Village,  
S. V. Road, Goregaon West, Mumbai 400104.

**In case of the said Society No.2:**

Balwa Nagar Unit No. 2 Co-Op Housing Society Limited  
Address: Ground Floor, S. V. Road, Goregaon West,  
Mumbai 400104.

**In case of the Developer:**

AVALON RESIDENCY LLP  
4<sup>th</sup> Floor, Techniplex - 1, Techniplex Complex,  
Veer Savarkar Flyover, Goregaon West,  
Mumbai 400104.



- b. All notices, instructions, intimations, and other communication shall be deemed to be effective (in the case of registered mail) 3 (three) working days after posting or (in the case of personal delivery) at the time of delivery.
- c. Either Party hereto may, from time to time, change its address/numbers for receipt of notices by giving to the other Party not less than 10 (ten) prior days written notice in the same manner provided for in this Clause.

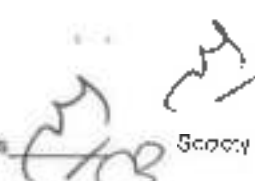
**21. INDEMNIFICATION**

The Parties hereto shall keep each other fully and completely indemnified and absolutely safe and harmless in respect of all/any claims/ demands/ liabilities arising on the other as a result of any act of commission or omission or negligence on the part of such Party or its employees or its authorized agents, servants, assigns etc. of the terms and conditions of this Agreement.

**22. MISCELLANEOUS**

- a. The Parties agree and undertake to comply with all their obligations without any delay or default, and on a time bound basis.
- b. **Adjustment and Set-off**  
The said Societies and the Existing Members agree and undertake that in

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Owners:  Society No. \_\_\_\_\_ Society No.  Developers: 

Members of Balwa CHS. Ltd.  Members of Balwa Nagar Unit No. 2 CHS. Ltd. 

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the event any sums of money are payable by a Member to the Developer as per the terms of this Agreement then the Developers shall be at liberty to adjust and set-off all such sums against the payment of amounts payable by the Developers to the Members under this Agreement. Provided however that the Developer shall, save and except as provided and agreed under this Agreement, not be liable or responsible for any other claims or liabilities incurred or arising in respect of the said Property prior to 2<sup>nd</sup> May, 2023, i.e. the date of incorporation of the LLP.

**No Partnership**

This Agreement shall not be treated as a partnership or a joint venture between the Developer and/or the Owners and/or the said Societies and this Agreement contemplates only the grant of development rights by the Owners and the said Societies in favour of the Developer as provided herein.

**d. Non-Waiver**

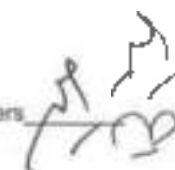
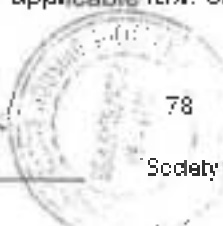
Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

**e. Entire Agreement**

This Agreement, together with all documents executed contemporaneously with it, alone constitutes the entire agreement between the Parties in relation to its subject matter hereof and supersedes and replaces all prior agreements, letters, writings, and understandings whether oral or written with respect to such subject matter. Accordingly, save and except for this Agreement (and any variations thereto that may be made in future in manner aforesaid), no other document or writing whatsoever (including without limitation, the document shares by the Societies) shall be referred to or relied upon by any Party hereto and/or claiming hereunder or pursuant hereto, for the purposes of ascertaining the rights and/or obligations of any Party and/or for any purported enforcement thereof.

**f. Severability**

In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be

Owners  Society No. 1  Society No. 2  Developers    
Members of Bawa CHS. Ltd.  Members of Gulab Nagar CHS. Ltd. 



deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

**f. Variation**

This Agreement will not be amended, altered, or modified except by a written instrument signed by each of the Parties hereto.

**g. Execution of Agreement**

This Agreement may be executed by the Parties hereto in 4 sets, each of which shall be deemed to be an original hereof, but all of which together will constitute one and the same instrument. The original registered Agreement and the Irrevocable Power of Attorney executed by the Owners and the said Societies in favour of the Developers shall always be retained by the Developers. The duplicate counterparts of this Agreement and other writings shall be retained by the Owners and the said Societies respectively.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorised representatives as of date written herein and this Agreement shall come into force on such date as written herein.

**FIRST SCHEDULE  
LARGER PROPERTY**

All those pieces or parcel of land or ground being Sub-Plot A, Sub-Plot B, Sub-Plot C-1, Sub-Plot C-2, Sub-Plot C-3, Sub-Plot C-4, Sub-Plot D, Sub-Plot E (plus 90 Ft wide ROB and 13.40 meters wide D.P. Road handed over) bearing CTS Nos 1390, 1390A, 1390/1 to 1390/11 of Village Malad South, CTS Nos 73A/A, 73A/B, 73A/C and 73A/D of Village Chincholi and CTS Nos. 928/A/01, 928/A/02, 928/A/03, 928/A/04, 928/C/A, 928/C/B, 928/B of Village Pahadi Goregaon West collectively admeasuring to 33,120.96 sq. mtr or thereabout.

**SECOND SCHEDULE**

**PROPERTY NO. 1 (Balwa Co-operative Housing Society Ltd.)**

All those pieces or parcel of land from and out of Sub-Plot C-1 of approved Layout admeasuring 717 sq. meters bearing New CTS No. 928/A/01 Part (Old CTS 928 part)

Owners

Society No 1

Society No. 2

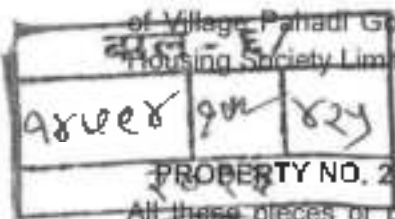
Developers

Members of Balwa CHS Ltd.

Members of Balwa Nagar Unit No. 2 CHS. Ltd.



of Village Pahadi Goregaon West on which a building known as Balwa Co-operative Housing Society Limited was standing thereon.



### THIRD SCHEDULE

**PROPERTY NO. 2 (Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd.)**

All these pieces or parcel of land from and out of Sub-Plot C-1 of approved Layout admeasuring 1338 sq. meters bearing New CTS No. 928/A/01 Part (Old CTS 928 part) of Village Pahadi Goregaon West on which a building known as Balwa Nagar Unit No. 2 Co-operative Housing Society Limited was standing thereon.



### FOURTH SCHEDULE (SAID PROPERTY)

ALL THAT piece or parcel of land being Sub-Plot C-1 of approved Layout admeasuring about 4850.00 sq. meters bearing New CTS No. 928/A/C1 (Old CTS No. 928A (part)) of Village Pahadi Goregaon West and CTS Nos. 1390, 1390A, 1390/1 to 1390/11 of Village Marol-Borli on which building known as Madina Manzil is standing and two other buildings known as Balwa Nagar Co-operative Housing Society Ltd. Balwa Nagar Unit No. 2 Co-operative Housing Society Ltd were standing and which are being redeveloped under IOD/Approved Plans bearing No. P-12555/2022/(928 And Other)/P/S Ward/PAHADI GOREGAON-W/IOD/1/New dated 19<sup>th</sup> April, 2023 which shall be amended from time to time as and when required, being lying and situated in the Registration and Sub-Registration District of Mumbai City And Mumbai Suburban.



### SIGNED AND DELIVERED BY

the within named Owners being Party  
Of the First Part

1. Mr. Hussein Abdul Karim Balwa



Owners

Society No. 2

Society No. 2

Developers

Members of Balwa CHS. Ltd.

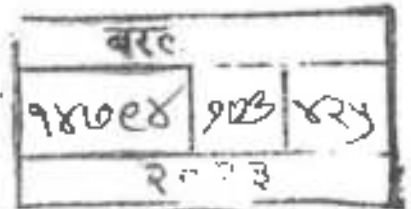
Members of Balwa Nagar Unit No. 2 C-S Ltd.



2. Mr. Ismail Abdul Karim Balwa, through his  
Constituted Attorney  
Mr. Hussein Abdul Karim Balwa



*Ismail*



3. Mr. Umar Abdul Karim Balwa



*Umar*



**SIGNED AND DELIVERED BY**  
**Balwa Co-Operative Housing Society**  
**Ltd. being party of the Second Part**  
**Through its Chairman**

1. Mr. Yunus Alimohammed Palsani



For BALWA CO-OPERATIVE HOUSING SOCIETY LTD.

*Yunus Alimohammed*  
Chairman

Owner

*[Signature]*

Society No. 1



Society No. 2



Developers

*[Signature]*



Members of Balwa C.O.S.

*[Signature]*

Members of Balwa Nagar Unit No. 2 C.O.S. Ltd.



And Secretary

2. Mr. Imtiaz Abdul Hamid Balsaria



For BALWA CO-OPERATIVE HOUSING SOCIETY LTD.

Secretary

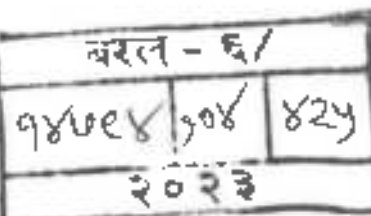
Signed And Delivered By Members of  
Balwa Co-operative Housing Society  
Limited being party of the Third Part

1) Mr. Ebrahim Sajid Saleh

For Flat No. A-04

through his Constituted Attorney

Mr. Amin Ismail Bhola

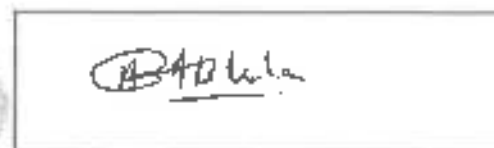


2) Mr. Ebrahim Sajid Saleh

For Flat No. A-04B

through his Constituted Attorney

Mr. Amin Ismail Bhola



82

Owners

Society No. 1

Society No. 2

Developers

Members of Balwa CHS Ltd.

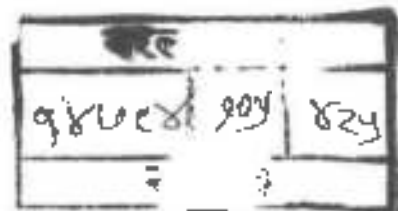
Members of Balwa Nagar Unit No. 2 CHS. Ltd.



- 3) Mr. Ilyas Gulam Rasool Mehsania  
For Flat No. A-04A  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



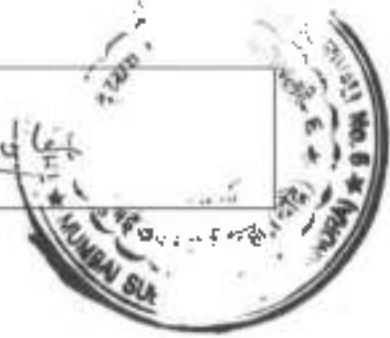
ABHOLA



- 4) Mrs. Mehmuda Ismail Patel  
For Flat No. A-05  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



ABHOLA



- 5) Mrs. Sufiya Usman Patel  
For Flat No. A-06  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



ABHOLA

Owners

Society No. 1

354

Society No. 2

Flame

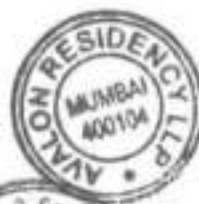
Developers

Members of Balwa C-S Ltd.

ABHOLA

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

ABHOLA

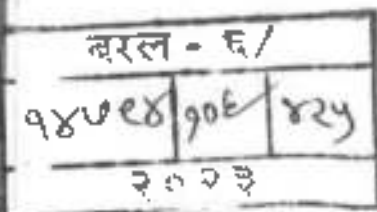


- 6) Mr. Imtiyaz Abdul Hamid Balsania  
For Flat No. A-07  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



ABhola

- 7) Mr. Shafiq Ibrahim Balsaniya  
For Flat No. A-08  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



ABhola



- 8) Mrs. Sálma Sajid Solanki  
For Flat No. A-09  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



ABhola

Owners

*[Handwritten signature]*

Society No.

*[Handwritten number]*

Society No. 2

*[Handwritten signature]*

Developers

*[Handwritten signature]*

Members of Balwa CHS Ltd.

*[Handwritten signature]*

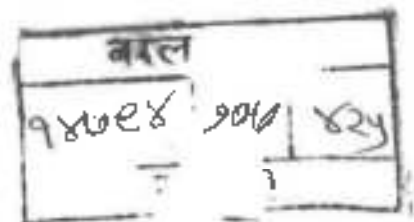
Members of Balwa Nagar Unit No. 2 CHS. Ltd.



- 9) Mr. Ashfaq Abbas Kojar  
For Flat No. A-10  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Ashfaq



- 10) Mrs. Sameera Nooruddin Patel  
For Flat No. A-11  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Sameera



- 10(a) Mrs. Fatima Ashraf Saleh  
For Flat No. A-11  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Fatima

Owners

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Society No. 1



Society No. 2



Developers

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Members of Balwa CHS. Ltd.

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Members of Balwa Nagar Unit No. 2 CHS. Ltd.

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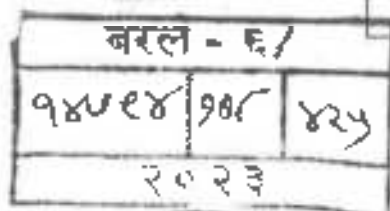


- 11) Mrs. Bilkiş Mashud Sunasra  
For Flat No. A-12  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

- 12) Mrs. Khadija Mohammed Yasin Bhola  
For Flat No. A-13  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

- 13) Mr. Amin Ismail Bhola  
For Flat No. A-14



Amin Ismail Bhola

Owners

Society No. 1

Society No. 2

Developers

Memoers of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS. Ltd.



14) Mr. Mohammedsalim Ismail Charoliya  
For Flat No. A-15  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Signature of Mr. Mohammedsalim Ismail Charoliya*

15) Mr. Mustafa Mohammad Patel  
For Flat No. A-16  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Signature of Mr. Mustafa Mohammad Patel*

|       |     |     |
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| 2003  |     |     |



16) Mr. Abubaker Aboulrahim Charolia  
For Flat No. A-17  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Signature of Mr. Abubaker Aboulrahim Charolia*



Owners *Signature*

Society No. 1 *Signature*

Society No. *Signature*

Developers *Signature*

Members of Balwa CHS. Ltd. *Signature*

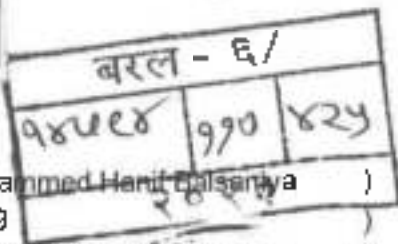
Members of Balwa Naga. Unit No. 2 CHS. Ltd. *Signature*



- 17) Mr. Majid Abdul Kaday  
For Flat No. A-18  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Signature



- 18) Mr. Farhan Mohammed Hanif Balsaniya  
For Flat No. A-19  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Signature



- 18(a) Mr. Fahad Mohammed Hanif Balsaniya  
For Flat No. A-19  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Signature

Owners

Signature

Society No. 1



Society No. 2



Developers

Signature



Members of Balwa CHS Ltd.

Signature

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

Signature

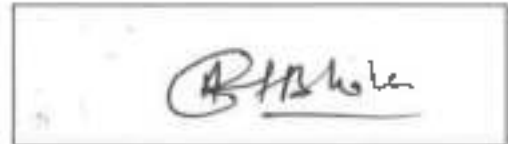


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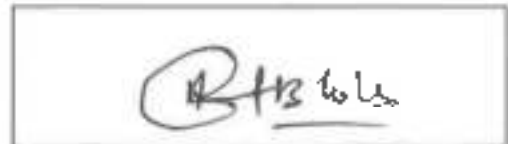
19) Mr. Sadik Abbas Kojar  
For Flat No. A-20  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



20) Madarsa Talimul Islam  
For Flat No. A-01  
through its Constituted Attorney  
Mr. Amin Ismail Bhola



21) Madarsa Talimul Islam  
For Flat No. A-02  
through its Constituted Attorney  
Mr. Amin Ismail Bhola



89

Owners

Society No. 1 3122

Sanitary No.

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

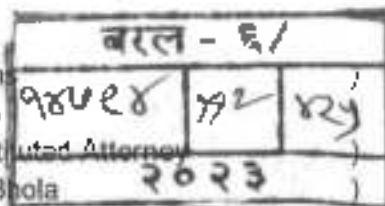


22) Madarsa Talimul Islam  
For Flat No. D-02  
through its Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

23) Fern Construction  
For Flat No. A-03  
through its Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola



24) Mrs. Sufiya Ebrahim Daduji  
For Flat No. B-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

Owners [Signature]

Society No. 1 994

Society No. [Signature]

Developers [Signature]

Members of Balwa CHS. Ltd. [Signature]

Members of Balwa Nagar Ur ; No. 2 CHS. Ltd. [Signature]



24(a) Mrs. Mariyam Abbas Sheliya  
For Flat No. B-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

24(b) Mrs. Mehmuda Iqbal Badu  
For Flat No. B-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



24(c) Mrs. Khatija Abdul Rashid Patel  
For Flat No. B-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

Owners

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Society No.



Society No.

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Developers

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Members of Balwa CHS. Ltd.

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Members of Balwa Nagar Unit No. 2 CHS. Ltd.

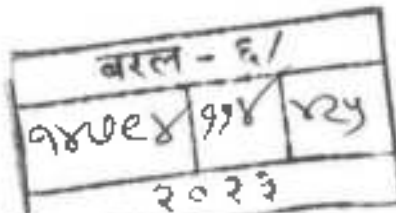
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24(d) Mrs. Saira Yusuf Mukhi  
For Flat No. B-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Bhola



25) Mrs. Zubeda Abid Saleh  
For Flat No. B-02  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



Bhola



26) Mr. Mohammed Abdul Hamid Balsani  
For Flat No. B-03  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Bhola



Owners

[Signature]

Society No. 1

9/94

Society No. 2

[Signature]

Developers

[Signature]



Members of Balwa CHS. Ltd.

[Signature]

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

[Signature]



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27) Mr. Nuruddin Abdul Hamid Balsani  
For Flat No. B-04  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

28) Mr. Rizwan Abbas Kadiwal  
For Flat No. B-05  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

29) Mr. Mohamed Nazim Mohamed Hanif Palsani  
For Flat No. B-06  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

Owners

*M. H. K.*

Society No. 1 323

Society No. 2

*Flam*

Developers

*21*

Members of Balwa CHS. Ltd.

*Amin Ismail Bhola*

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

*21*



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29(a) Mr. Nadim Mohamed Hanif Balsani  
For Flat No. B-06  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Balsani

30) Mr. Kifayatullah Gulamrasul Mehsaniya  
For Flat No. B-07  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Bhola



31) Mr. Mohammed Yasin Mohammed Husain  
Balsania  
For Flat No. B-08  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Bhola

Owners

Society No. 1



Society No. 2



Developers



Members of Balwa CHS. Ltd.



Members of Balwa Nagar Unit: No. 2 CHS. Ltd.



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32) Mrs. Ataiya Khalilul Rahman Karadia  
For Flat No. B-09  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



At Bhola

33) Mr. Bilal Mohammed Husan Balasania  
For Flat No. B-10  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



At Bhola

34) Mrs. Femida Hifzur Rehman Sunasara  
For Flat No. C-01  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



At Bhola

Owners

[Signature]

Society No. 1



Society No. 2

[Signature]

Developers



Members of Balwa CHS. Ltd.

[Signature]

Members of Balwa Nagar Ur I No. 2 CHS. Ltd.

[Signature]



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981028 121 824  
२०२३

- 35) Mr. Mohammed Safim Jamral Patel  
For Flat No. C-02  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

- 36) Mr. Ibrahim Alimohammed Sunasara  
For Flat No. C-03A  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

- 36(a) Mr. Hussain Alimohammed Sunasara  
For Flat No. C-03A  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

Owner

Society No. 1

Society No. 2

Developers

Members of Balwa C.E. Ltd.

Members of Balwa Nagar Unit No. 2 CHS Ltd.



वरल - ६/  
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२०२३

37) Mr. Abdulla Suleman Kojar,  
For Flat No. C-03B  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

38) Mr. Talha Ilyas Mehsania,  
For Flat No. C-04  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

39) Mr. Noormohammed Yusuf Patel  
For Flat No. C-05  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

Owners

[Signature]

Society No. 1



Society No. 2



Developers

[Signature]



Members of Balwa CHS. Ltd.

[Signature]

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

[Signature]



बल - ६/  
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40) Mr. Ishak Yusuf Sunasara  
For Flat No. C-06  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

41) Mrs. Amrin Abdulsamad Badu  
For Flat No. C-07  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

42) Mrs. Bilkis Ismail Mehsaniya  
For Flat No. C-08  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

Owners

Society No. 1

339

Society No. 2

Harmon

Developers

Members of Balwa CHS. Ltd.

Members of Balwa Nagar Unit No. 2 C-S. Ltd.



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Page No. ९९ to २१७

43) Mr. Zahid Suleman Saleh  
For Flat No. C-09  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Attest

43(a) Mr. Zafar Suleman Saleh  
For Flat No. C-09  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Attest

44) Mr. Mustafa Mohammad Patel  
For Flat No. C-11  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Attest

Owners

Attest

Society No. 1 2977

Society No. 2 Harur

Developers

Attest

Members of Balwa CHS. Ltd.

Attest

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

Attest



45) Mr. Naeem Noormohammad Mukhi  
For Flat No. C-12  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

46) Mr. Yunus Yusuf Patel  
For Flat No. C-13  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

47) Mr. Farid Noormohammed Mukhi  
For Flat No. C-14  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



Amin Ismail Bhola

Owners

[Signature]

Society No.

337

Society No.

Harvard

Developers

[Signature]

Members of Balwa CHS. Ltd.

Amin Ismail Bhola

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

[Signature]



48) Mr. Abbas Dawood Patel  
For Flat No. C-15  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*(Signature)*

49) Mr. Abbas Dawood Patel  
For Flat No. C-16  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*(Signature)*

50) Mrs. Nafisa Yusuf Daduji  
For Flat No. C-17  
through her Constituted Attorney  
Mr. Amin Ismail Bhola



*(Signature)*

Owners

*(Signature)*

Society No. 1

*(Signature)*

Society No. 2

*(Signature)*

Developers

*(Signature)*

Members of Balwa CHS. Ltd.

*(Signature)*

Members of Balwa Nagar Unit No. 2 C-S. Ltd.

*(Signature)*



- 51) Mr. Farooq Abdul Rahim Charolia  
For Flat No. C-18  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

- 52) Mr. Yunus Alimohammed Palsani  
For Flat No. C-19  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

- 53) Mr. Mohammed Ilyas Kojar  
For Flat No. C-20  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

Owners

*[Signature]*

Society No.

102

Society No.

102

Developers

*[Signature]*

Members of Balwa CHS. Ltd.

*[Signature]*

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

*[Signature]*



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| २०२३    |    |     |

53(a) Mr. Salman Ilyas Kojar  
For Flat No. C-20  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Bhola*

54) Madarsa Talimul Islam  
For Flat No. D-01  
through its Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Bhola*

55) Mr. Ismail Yusuf Palsani  
For Flat No. D-03  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Bhola*

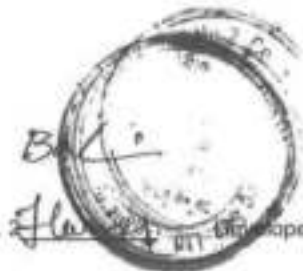
Owners

*M. I. S.*

Society No. 1



Society No.



Unit No.



Members of Balwa CHS Ltd

*Amin Bhola*

Members of Balwa Nagar Unit No. 2 C-S. Ltd.



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| बदल - २/ |     |     |
| १४७९.४   | १२६ | ४२५ |
| २०२३     |     |     |

56) Mr. Abdullah Gulam Rasool Mamsaniya  
For Flat No. D-04  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

57) Mr. Abdul Wahid Noor Mohammed Charoliya  
For Flat No. D-05  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

58) Mr. Usman Yusuf Saleh  
For Flat No. D-06  
through his Constituted Attorney  
Mr. Amin Ismail Bhola



*Amin Ismail Bhola*

Owners

Society No. 1

104

Society No. 2

Developers

Members of Julea CHS

Members of Balwa Nagar Unit No. 2 Co-S Ltd.



|          |     |     |
|----------|-----|-----|
| बरल - ६/ |     |     |
| १४०२४    | १२४ | ४२५ |
| २०२३     |     |     |

59) Mr. Ashad Noormohammed Charoliya  
For Flat No. D-07  
through his Constituted Attorney  
Mr. Amin Ismail Bhole



*Amin Bhole*

60) Mr. Irshad Yar Mohammed Patel  
For Flat No. D-08  
Mr. Amin Ismail Bhole  
through his Constituted Attorney



*Amin Bhole*

61) Mrs. Fatima Ayub Sunasra  
For Flat No. D-09  
through her Constituted Attorney  
Mr. Amin Ismail Bhole



*Amin Bhole*

Owners

*[Signature]*

Society No. 1



Society No. 2



Developers



Members of Balwa CHS. Ltd.

*[Signature]*

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

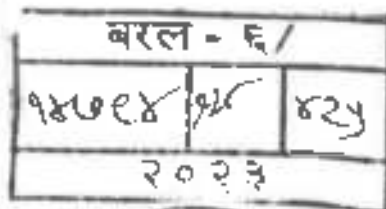
*[Signature]*



62) Mrs. Sumaiya Ismail Palsani  
For Flat No. D-10  
through her Constituted Attorney  
Mr. Amin Ismail Bhiola



*Amin Ismail Bhiola*



**SIGNED AND DELIVERED BY**  
**Balwa Nagar Unit 2 Cooperative**  
**Housing Society Ltd. being party of**  
**the Fourth Part through its Chairman**  
1. Mr. Yakuo Eorahim Baisania



For Balwa Nagar Unit No. 2 Co-op. Hsg. Socy. Ltd.  
*Y. E. Baisania*  
Chairman

**And Secretary**  
2. Mr. Haroon Habib Kapadia



For Balwa Nagar Unit No. 2 Co-op. Hsg. Socy. Ltd.  
*Haroon Habib*  
Secretary

Owners

*[Signature]*

Society No. 1



Society No.



Deve opers

*[Signature]*

Members of Balwa CHS. Ltd.

*[Signature]*

Members of Balwa Nagar Unit No. 2 CHS. Ltd.

