



CHALLAN
MTR Form Number-6

TA



GRN	MH004022824202223M	BARCODE	11 1000 0 0 1000000 11 00111000 00 0000000000 10 00 00		Date	27/06/2022-12:38:39		Form ID			
Department					Inspector General Of Registration						
Registration Fee					Payer Details						
Type of Payment					Ordinary Collections IGR						
Office Name					BDR18 __JT SUB REGISTRAR ANDHERI 7						
Location					MUMBAI						
Year					2022-2023 One Time						
Full Name					MS LAKSHMI BUILDERS AND DEVELOPERS						
Flat/Block No.					CTS NO 918 918 PT 918 1TO 11 FINAL PLOT NO						
Premises/Building					19						
Account Head Details					Amount In Rs.						
0030063301 Amount of Tax					30000.00						
Road/Street					VILLAGE - VILE PARLE EAST						
Area/Locality					MUMBAI						
Town/City/District											
PIN					4 0 0 0 5 7						
Remarks (If Any)					SecondPartyName=VILE PARLE GAUTAM CHS LTD-						
Amount In					Thirty Thousand Rupees Only						
Words											
Total					30,000.00						
Payment Details					UNION BANK OF INDIA						
FOR USE IN RECEIVING BANK											
Cheque-DD Details					Bank CIN Ref. No. 02901792706202285989 511084671						
Cheque/DD No.					Bank Date RBI Date 28/06/2022-11:13:36 Not Verified with RBI						
Name of Bank					Bank-Branch UNION BANK OF INDIA						
Name of Branch					Scroll No. , Date 1 , 29/06/2022						

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुस्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तासाठी लागू आहे. नोंदणी न करायच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 9000000000



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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2906202212201

Receipt Date 30/06/2022

Received from LAKSHMI BUILDERS AND DEVELOPERS, Mobile number 9820441260, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 11524 dated 30/06/2022 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 1000

DEFACED

Payment Details

Bank Name UBIN

Payment Date 29/06/2022

Bank CIN 10004152022062911319

REF No. 553310567

Deface No 2906202212201D

Deface Date 30/06/2022

This is computer generated receipt, hence no signature is required.



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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2906202212080

Receipt Date 30/06/2022

Received from LAKSHMI BUILDERS AND DEVELOPERS, Mobile number 9820441260, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 11524 dated 30/06/2022 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name UBIN

Payment Date 29/06/2022

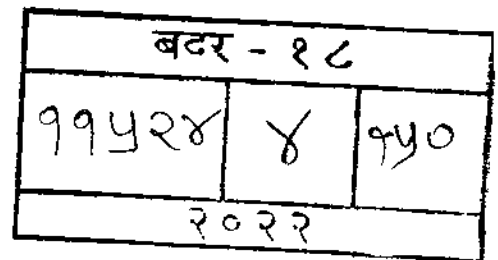
Bank CIN 10004152022062911201

REF No. 553309690

Deface No 2906202212080D

Deface Date 30/06/2022

This is computer generated receipt, hence no signature is required.





मुद्रांक जिल्हाधिकारी, अंधेरी यांचे कार्यालय

एम.एम.आर.डी.ए. इमारत, पहिला मजला, वांद्रे कुर्ली संकुल, वांद्रे- पूर्व, मुंबई - 400 051.

दुरध्वनी : 022 26591894

ईमेल : cos.andheri@igmaharashtra.gov.in

जा.क्र.अभि./अंतिम आदेश/ ५०९९

दिनांक -

29 JUN 2022

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/529/2022 अन्वये पक्षकार M/s. Lakshmi Builders & Developers यांनी दिनांक 08/06/2022 रोजी Redevelopment Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Re-Development Agreement
The Society	Vile Parle Gautam Co-op, Hsg, Soc, Ltd.
The Developer	M/s. Lakshmi Builders & Developers
Detail of the Property	
Village	Vile - Parle (East)
C.T.S No	CTS No. 918, 918 (pt), 918 (1 to 11), Final Plot No. 19 Of Vile-parle TPS - II
Society Registration No.	BOM/HSG/ 5569 Dated - 23/08/1978
Total Members	26 Member + 2 Occupant + 2 Tenant = 30
Plot Area	Plot Area = 780.10 sq.mtrs (As per TPS Scheme) Plot Area = 893.10 Sq.Mtrs (As per Property card) Including Road Set Back Area = 97.60 Sq.Mtrs
Zone 2022-23	36/183, Village - Vile - Parle (East)
Rate per sq.mtr	
Land Rate	Rs. 1,08,770/-
Flat Rate	Rs. 2,15,850/-
Const. Cost	Rs. 30,250/-
Completion period	36 Months + 06 Months Grace Period
D.P Remark	Ch.E/DP3420201111291569 K/E/2020/111291573 Dated - 30/11/2020

अभिनिर्णयाकरीता सादर केलेला दस्त हा Development Agreement या प्रकारचा असून दस्तात नमूद केल्यानुसार मिळकतीचे रहिवासी सभासद (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 893.10 चौ. मी. नमूद आहे. असून त्यातील 97.60 चौ.मी. क्षेत्र हे Road



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Set Back करिता आरक्षित आहे. (As per Architects Letter Reg.No. CA/83/7588) निव्वळ क्षेत्र 795.50 चौ. मी. आहे. सदरचा दस्त हा सोसायटी व विकासक या दोन पक्षकार यांचे मध्ये झालेला आहे.

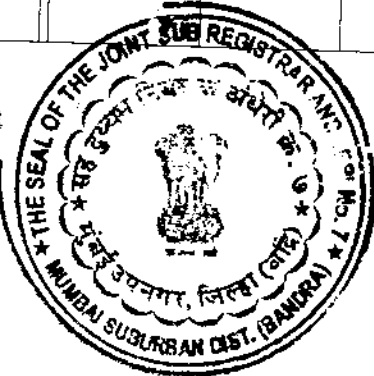
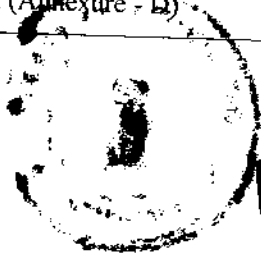
प्रस्तुत विकसन करारनाम्यानुसार एकूण 30 (26 सभासद + 2 ऑक्युपन्ट + 2 भाडेकरू) सभासदांच्या / भाडेकरूंच्या ताब्यातील Annexure - B मध्ये नमूद केल्याप्रमाणे एकत्रीत मूळ क्षेत्र 6766.00 चौ.फूट कारपेट म्हणजेच 754.57 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना मूळ कारपेट क्षेत्रावर अंदाजे 32% वाढीव बांधकाम असे एकंदर 8980.00 चौ.फूट कारपेट म्हणजेच 1001.49 चौ.मी. बिल्टअप क्षेत्र नविन इमारतीत देणार आहे. या शिवाय दस्तात नमूद केल्यानुसार ब्रोकरेज, शिफ्टींग, Hardship Fund इ. विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढिव देण्यात येणारे क्षेत्र हे अंदाजे 32 टक्के हिशोबित होत आहे. हे वाढिव क्षेत्र अंदाजे 32 टक्के देय फंजिबल क्षेत्रा कमी असल्याने त्यावर परिपत्रक क्र का-15/परिपत्रक/मूल्यांकन/351 दिनांक. 31/03/2018 नुसार अटि क्र. (X) लागू होत नाही. सदर मिळकतीस डी.पी. रिमार्क व दस्तात नमूद केल्यानुसार 12.30 मी. रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात 0.20 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहीत 2.97 चटई निर्देशांक अनुज्ञेय होत आहे. तसेच सदरच्या इमारती मध्ये एकूण 2 भाडेकरू अपात्र आहेत. त्याच्या ताब्यातील एकूण क्षेत्र 313.00 चौ.फूट कारपेट म्हणजेच 34.91 चौ.मी. बिल्टअप या भाडेकरूचे क्षेत्र आजच्या बाजारमुल्यानुसार मुल्यांकना साठी विचारात घेण्यात आला आहे. तसेच सदर दस्तामध्ये पृष्ठ क्र. 4 मध्ये नमूद केल्यानुसार इमारती मधील तीस-या मजल्यावरील FSI Mr. Arvin K. Shah & others यांनी विकत घेऊन स्व: खर्चाने 2 सदनिकाचे बांधकाम करून त्यांच्या ताब्यात जुणे क्षेत्र 846.00 चौ.फूट कारपेट आहेत त्याबदल्यात विकासक यांना 1107.00 चौ.फूट कारपेट नविन इमारती मध्ये देणार आहे.

दस्तात नमूद केल्याप्रमाणे बांधून द्यावयाचे क्षेत्र विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 893.10 चौ. मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 36 Months + 06 Months Grace Period)					
ADJ- 529 -2022	Land	Flat	Office	Shop	Const. Cost
2022-23	1,08,770	2,15,850			30,250
Zone : Village - Vile - Parle (East)	36/183				
Total Plot Area(As per PR Card)	893.10	sq.mtrs			
Less Road set Back (As per Architect Letter)	97.60	sq.mtrs			
Net Plot area	795.50	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Building Area in Sq. mtrs		
Total Existing area (Annexure - B)		6766.00	754.57		
Members Area		5607.00	625.32		

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Occupant Area		846.00	94.35		
Tenant Area		313.00	34.91		
26 Members + 2 Occupant + 2 Tenants	30				
		New Carpet Area in Sq. ft.	Total New Building Area in Sq. mtr.		
Total New Area (MOFA)(Annexure -B)		8980.00	1001.49		
Members Area		7624.00	850.26		
Occupant Area		1107.00	123.46		
Tenants Area		249.00	27.77		
Permissible Area	795.50	x	2.97	=	2362.64
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multiplication		= Total Value of Rs.
Existing Basic 1	795.50	1,08,770	1.00		8,65,26,535
Available TDR 1	795.50	1,08,770	0.70		6,05,68,575
Road width TDR (0.20)	159.10	1,08,770	0.50		86,52,654
Fungible FSI (795.50 + 795.50 + 159.10 = 1750.10 sq.mtrs) (1750.10 x 0.35 = 612.54 sq.mtrs.)					
1,750.10	612.54				
Fungible (on existing area) (612.54 x 0.35 = 264.10)	264.10	1,08,770	1.00		2,87,26,197
Charge Premium (612.54 - 264.10 = 348.43)	348.43	1,08,770	0.50		1,89,49,617
Total	2,362.64				20,34,23,578
Average Rate	Total Value/total area		86100.30		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,362.64	1001.49	=	1,361.15	sq.mtrs	
	Balance Area * Average Rate				
	1,361.15	86100.30			11,71,95,249
Road set Back	97.60	108770.00	0.80		84,92,762
Noneligible 2 Tenants Area Value As per guideline No. 4 (60% Dep. As per Assessment bill Dated - 31/03/1961) [34.91 x (215850 - 108770) x 0.40 + 108770 = 151602]	94.35	151602.00			1,43,03,564
					13,99,91,575
Value of Developers area is Market Value is i.e. Rs					13,99,92,000
Consideration					
1.New area given to Society members	1001.49	30,250	1.05		Amount in Rs. 31809730
2.Brokerage Charges For Members & Tenant (Annexure - D)					521100



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3. Hardship Compensation For Members & Tenant (Annexure - D)					1,73,81,700
4. Shifting Charges (Annexure - D)					7,50,000
5. Car Parking (Pag No. 13, Para No. 12)	13.75	30250	13	0.25	13,51,797
6. Common Facilities (Society office, toilet, W. cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
7. Infrastructure charges	1001.49	5000			50,07,435
8. Development charges (2%)	1001.49	1,08,770	0.02		21,78,635
Consideration				Total	5,99,06,385
				i.e. Rs.	5,99,07,000

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला रक्कम रु. 5,99,07,000/- हे बाजारमूल्य रक्कम रु. 13,99,92,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमूल्य रक्कम रु. 13,99,92,000/- वर मुद्रांक शुल्क आकारणी करणे योग्य वाटते. तथापि, आदेशार्थ सादर.

बाजारमूल्य रक्कम (रु.)	अनुच्छेद	देय मु.शु (रु.)
13,99,92,000/-	5 (g-a)(5%)	69,99,600/-

अंतिम आदेश

अभिनिर्णायकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 69,99,600/- देय असल्याबाबत ज.अ.म/आदेश/3679/2022 दिनांक. 15/06/2022 अन्वये आदेश पारित करण्यात आले होते.

त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 29/06/2022 रोजी विरूपित केलेल्या चलन क्र. MH003884852202223M व MH004208150202223E वरून दिसून येत असल्याने दिनांक. 15/06/2022 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.

- प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
- एकुण पाने 1 ते 119 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(डॉ. जयश्री कटारे)

मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/s. Lakshmi Builders & Developers
पत्ता	A-101 Savgan Heights, RTO Lane, Four Bungalows, Andheri (West), Mumbai - 400053
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7



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२०२२		



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CHALLAN
MTR Form Number-6



GRN	MH004208150202223E	BARCODE	00110090015292022		Date	29/06/2022-14:32:24		Form ID		
Department					Inspector General Of Registration					
Type of Payment					Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatin SoS					
Office Name					CSA_COLLECTOR OF STAMPS ANDHERI					
Location					MUMBAI					
Year					2022-2023 One Time					
Account Head Details					Amount In Rs.					
0030050801 Amount of Tax					450600.00					
TAX ID / TAN (If Any)										
PAN No.(If Applicable)					AABFL4973E					
Full Name					MS LAKSHMI BUILDERS AND DEVELOPERS					
Flat/Block No.					CTS NO. 918 918 PT 918 1 TO 11					
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Name of Branch					Bank-Branch		UNION BANK OF INDIA			
					Scroll No. , Date		Not Verified with Scroll			

बदर - १८		
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२०२२		

Department ID : 9820441260
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1		0002125648202223	29/06/2022-15:47:25	IGR240	450600.00
Total Defacement Amount					4,50,600.00



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एकूण पृष्ठे १ ते ११९

Plot Area = 893.10 sq. mt as per PR and

Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

MR. Rs. 13,99,92,000/-

663

Office of the
Collector of Stamps

Case No. Adj. 1100900/529/2022

Date 08-06-2022

Received from Shri. Lakshoni Builders & Developers
residing at.....

stamp duty of Rs. (69,99,600/-) Re. Sixty Nine Lakh Ninety Nine Thousand

Six Hundred only

vide challan No. f. Dated.....

Certified under Section 31(1) (b) of the

Bombay Stamp Act, 1958 that the full duty

of Rs. (69,99,600/-) Re. Sixty Nine Lakh Ninety Nine Thousand

with which this instrument is chargeable has

been paid vide article No. 5(9-a)

of schedule.

This certificate is subject to the provisions

of section 53-A of Bombay Stamp Act, 1958.

Place: Andheri

Date 29 JUN 2022

Collector of Stamps

Andheri

"This certificate is issued as per provisions of Bombay Stamp Act 1958. Provided that if this adjudicated instrument is presented before Registering Authority, the registering authority will take further necessary action as per provisions of Registration Act 1908."



बदर - १८		
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is made at Mumbai this 30th day of JUNE 2022

BETWEEN

VILE PARLE GAUTAM CO-OPERATIVE HOUSING SOCIETY LTD.,
(Pan No. AAAYV2665H) having Registered Office at 42, Mahant Road, Vile Parle (East), Mumbai-400 057, a Tenant co-Partnership Society registered under the Maharashtra Co-operative Housing Societies Act, 1961 bearing Registration No. BOM/HSG/5569 dated 23.08.1978 having address at Final Plot Nos. 11 to 14 of Vile Parle Town Planning Scheme No. 2, which is now the Final Plot No. 19 and City Survey No. 918, 918 (pt 1 to 11), Mahant Road, Vile Parle (East), Mumbai 400 057, through its office bearers

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i.e. (1) SHRI.RAJEEV KRISHNAJI KANITKAR- the Chairman (Pan No. AADPK2046F) aged 57 years (2) SHRI. RASIK RATANSHI SHAH - the Hon. Secretary (Pan No.AARPS9022P) aged 50 years and (3) SHRI. KANTILAL DHANJI RAMBHIA - the Treasurer (Pan No. AACPR1303H)) aged 56 years, duly Authorized under Resolution dated 29th May 2022 passed by the Special General Body of the Society hereinafter referred to as **"THE SOCIETY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART

AND

M/s. LAKSHMI BUILDERS & DEVELOPERS (Pan No.AABFL4973E), a Partnership Firm registered under Indian Partnership Act, 1932 having registered office at Narayan Printing House, 135, Ram Mandir Road, Oshiwara, Goregaon (West), Mumbai - 400 104, and Corporate Office at A-101 Savgan Heights, RTO Lane, four bungalows, Andheri (West), Mumbai -400053 carrying on business represented by its Partner **MR. RAJESH G. DOSHI**, (Pan No.ABVPD4276H) hereinafter called and referred to as **"THE DEVELOPER"**(which expression shall unless it be repugnant to the context or meaning thereof mean and include all the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns) is the **"PARTY OF THE SECOND"**

PARTY - १८	
99428	WHEREAS
98/99	one Mr. Ishwarlal Kalidas Jethwa was an owner in
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agricultural residential freehold land or ground with the messages tenement/tenements or dwelling house/houses standing thereon, situate, lying and being on the North side of Mahant Road in the Registration Sub-District of Bombay City and Bombay Suburban in Greater Bombay Urban Agglomeration containing by admeasurements 893.10 sq. mtrs. (1068 sq. yds) or thereabouts and registered in the books of the Collector of Land Revenue under plots B & C forming part of Final Plot Nos. 11 to 14 of Vile Parle Town Planning Scheme No. 2 (TPS no.2) and now the Final Plot No. 19 and demarcated by City Survey assigning No. 918, 918 (Pt 1 to 11) Village Vile Parle, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as **"the said land"**)



AND WHEREAS the existing road known as Mahant Road was on few occasions widened by the Municipal Corporation of Greater Mumbai acquiring the area of the adjoining plots including part of the above plot but the area appears to have been not deducted on the record and the record is continued unaffected by any change

AND WHEREAS the said Mr. Ishwarlal Kalidas Jethwa had constructed on the said land a ground plus two floors structure and four outhouses. The said structure and four outhouses were occupied by different tenants/occupants and were paying rent to the said owner viz. Mr. Ishwarlal Kalidas Jethwa in his capacity as the landlord. The particulars of tenants/occupants in the building and outhouses is mentioned in Annexure "B" of these presents.

AND WHEREAS under an agreement for sale dated 9th of September, 1976, the said owner / landlord viz. Mr. Ishwarlal Kalidas Jethwa had agreed to sell the said land with the structures standing thereon to the tenants (hereinafter referred to as "the said property"), who for the sake of convenience were represented in the agreement for sale by four tenants

(1) Mr. Nagardas Raoji Mehta, (2) Mr. Arvindbhai Ratilal Shah, (3) Mr. Chandrakant Purshotam Mehta and (4) Mr. Narayanbhai R. Trivedi.

AND WHEREAS the tenants and occupants were required to contribute towards the consideration for purchase of the said property the said owner/landlord viz. Mr. Ishwarlal Kalidas Jethwa. Moreover, the property had to be purchased in the name of the society representing the tenants/occupants. Accordingly, the tenants had formed a tenant co-partnership co-operative Housing society in the name of Vile Parle Gautam Co-operative Housing society Limited. i.e. "**the Society**" herein

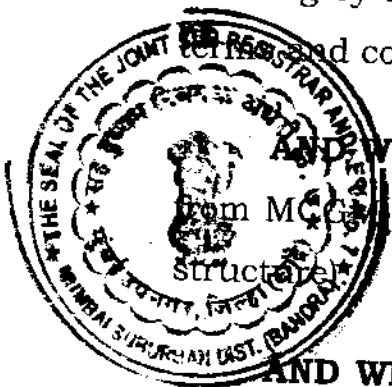
AND WHEREAS under a registered deed of conveyance dated 31st August, 1985, registered under Sr No. BBJ-3091-14-1985, the said society had purchased the said property together with the existing ground plus two floor building and other structures i.e. four outhouses for an on behalf of all the tenants/occupants

AND WHEREAS one Mr. Harjeevandas Dodia was a tenant in respect of one of the outhouses admeasuring 183 sq. ft. However, the said Mr. Harjeevandas Dodia did not contribute any amount towards payment of consideration for purchase of the said property. Therefore, the said

Griffin *Ratilal* *Purshotam* *D*

Mr. Dodia continued to be the tenant of the society in respect of the said outhouse admeasuring 183 Sq. ft. After the death of Mr. Harjeevandas Dodia, the tenancy is transferred in the name of his widow viz. Smt. Leelaben Dodia, who has paid rent to the society. At the moment, the outhouse is occupied by the widow viz. Smt. Leelaben Dodia and her son viz. Bipin Dodia. The Dodias have increased the area of the outhouse with an unauthorized extension of 83 sq. ft by illegally encroaching upon the society land. As on today the outhouse occupied by the said Dodias admeasures 266 sq. ft.

AND WHEREAS after negotiations, the society had agreed to sell balance FSI and had granted part construction rights to Mr. Arvind K. Shah along with Mrs. Bharati A. Shah, Mr. Nipun Mehta & Mr. Joy Nipun Mehta under four Agreements dated 20-06-1994 and confirmation agreement dated 05-01-1997, to construct additional area on the said building by utilizing balance FSI potential on the existing building on the said conditions agreed by and between the parties.



AND WHEREAS the said Arvind Shah and others had obtained IOD from M.C.D. & had begun construction of an additional floor (third floor structure).

AND WHEREAS during that time the said Mr. Arvind K Shah had taken over tenancy right of outhouse No.2 from an existing tenant. The said existing outhouse has continued to be occupied and used by the said Arvind K Shah as a tenant. The said Arvind K Shah has paid rent to the

Society - 26		
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AND WHEREAS		
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the said Arvind K Shah, Mrs. Bharti A Shah, Mr. Nipun Mehta and Mr. Joy Nipun Mehta have participated in the redevelopment process of the said property belonging to the society. After negotiations with the developer, in lieu of their area and the area of the outhouse No.2 occupied by the said Arvind K Shah, the developer has agreed to allot to Mr. Arvind K Shah and three others a total carpet area admeasuring 1107 sq. ft. in the new building to be constructed by the developer after demolishing the existing building and outhouses situate on the said property

AND WHEREAS the building and the outhouses were constructed more than 60 years ago, they are in a dilapidated condition. Therefore, the

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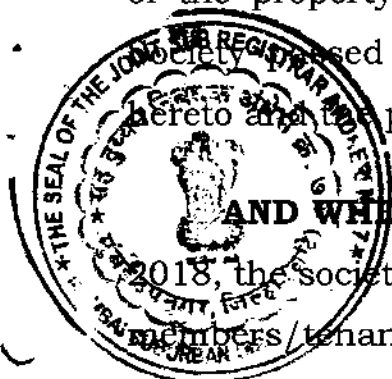
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society had called a Special General Body Meeting on 27-07-2014 to consider the proposal to redevelop the said property by demolishing the existing building and outhouses and reconstruct the same. A resolution was passed in the Special General Body Meeting dated 27-07-2014 and further invited offers to redevelop the said property and also appointed M/s. Vaastu Associates as Project Management Consultants (PMC) to compile a report, measurements of flats/rooms/structures and invite tenders/offers for redevelopment of the society property.



AND WHEREAS pursuant to the said resolution, the PMC invited tenders/offers from reputed Developers. Several offers were received and scrutinizing, interviewing and discussing and after several rounds of discussions, negotiations and re-negotiations, considering the civil aviation height restrictions, the final offer of the party of the Second part herein i.e. M/s. Lakshmi Builders & Developers, was accepted and confirmed in the General Body Meeting dated 16th February, 2018. It was agreed to grant the development rights for reconstruction of the said property to the party of the second part on the basis of its offer, in respect of the property described in the schedule hereunder written and the society passed a resolution on 16th February, 2018 which is annexed hereto and the party of the Second part has accepted the same..



AND WHEREAS before passing the resolution dated 16th February, 2018, the society and the managing committee had given notices to all the members/tenants/occupants regarding the General Body Meeting. With the consent of the majority of the members/tenants/occupants, attending the General Body Meeting dated 16th February, 2018, the proposal of the developer viz. M/s. Lakshmi Builders and Developers was accepted.

AND WHEREAS pursuant to the Resolution dated 16th February, 2018, the Managing committee with the consent of majority of the members/tenants/occupants, have accepted the proposal of the Developer M/s. Lakshmi Builders & Developers and it was resolved that members, occupants & tenants shall give their irrevocable consent for the same.

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AND WHEREAS the society having followed all the steps laid down under sec 79/A of Maharashtra Co-Op Society's Act, held a special general body meeting on 24/4/2022 inviting all members, tenants & occupants

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under the presence of the Dy. Registrar M/s Lakshmi Builders & Developers were formally appointed as Developer unanimously with due quorum as required for the meeting on 24th April 2022. The order passed by the registrar dated - 25th April 2022 is annexed hereto as Annexure "A" to this agreement alongwith copy of consents from members/occupants.

AND WHEREAS more than 86% of the member/ tenants/ occupants have given their written consent to join the society in redevelopment of the said property through M/s. Lakshmi Builders and Developers.

Pursuant to several meetings between the Society and all its members/tenants occupants, and the Developer on the other hand, the society with the consent and concurrence of the majority of the members /tenants/occupants, as is testified by majority of them executing their consent have accepted the terms and conditions of this agreement.

The majority of the members/tenants/occupants have also agreed and accepted to join the society in redevelopment of the society plot/land/property to be carried out through M/s. Lakshmi Builders &



AND WHEREAS pursuant to the said resolution, the Society has granted redevelopment rights in respect to the society's said property to the Developer and the Developer has accepted the same and the parties agreed to record the terms and conditions that have been mutually agreed by and between them in the manner herein appearing.

AND WHEREAS the developer had issued a public notice/advertisement in Free Press Journal & Navshakti dated 8/05/2019 inviting objections, if any, from the members/tenants/occupants of the said property. There were no objections raised by anyone, other than by

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Arvind K. Shah	and	three others

tenant Mr Arvind Shah along with Mrs Bharti Shah, Nipun Mehta & Joy Mehta for protecting their rights. However, as stated hereinabove, the said Arvind K. Shah and three others have settled with the developer and Society as Confirming Party.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as under:-

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1. The recitals mentioned hereinabove shall form an integral part of this Agreement. It is agreed between the parties that these presents shall supercede/reconfirm/ratify all the earlier offers, correspondence and agreements between the parties as well as the terms and conditions recorded in the resolutions passed by the Society in its General Body Meetings held till date and the terms and conditions mentioned in these presents shall be considered to be final and binding on both the parties.

2. The Society hereby declares and confirms that the society is the owner of and as such seized and possessed of the plot of land bearing CTS No.918 , 918 (1 to 11) of Village Vile Parle (East), Mumbai 400 057 admeasuring 893.10 sq. mtrs as per property card and 780.10 sq.mtrs as per records or thereabouts and Final Plot Nos.11 to 14 of Vile Parle Town Planning Scheme No.II after variation and reconstitution of area and now the Final Plot No.19 and City Survey No.918, 918 (pt 1 to 11), Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District alongwith the building and structures standing thereon occupied by members/tenants, more particularly described in the schedule hereunder written. The society hereby declares that by the Deed of Conveyance dated 31.08.1985 registered under No. 3091 of 1985 on 02.09.1985, the land alongwith the building and outhouses are conveyed to the Society. The name of the society is also reflected as the Owner in the property card pertaining to the society building and outhouse.

It is further agreed by and between the Society and Developers that the present area of the plot as per TP remarks is 780 sq.mtr. The area of the plot is subject to demarcation by the City Survey Office and the society has made an application/representation to the revenue authorities for the same. In the event the area ascertained by City Survey Office shows reduction in the area of the plot in question, in such a case the entitlement of total area to the members/tenants/occupants and common will be reduced proportionately with mutual consent and such proportionate reduction in the area will be applicable on the members area as well as the sale area of the Developer and this development agreement is deemed to be granted for the final areas as demarcated/corrected by the revenue authorities.

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3. The Society further declares that the original building of ground + two floors and tenanted structures/outhouses were constructed prior to

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1960 and the third floor construction carried out by Mr. Arvind Shah & two others is not subject to any litigation and there is no prohibitory order till date. The Society further confirms that the premises on the society property are occupied by the members/tenants/occupants as per the list annexed (Annexure "B").

4. As stated hereinabove one of the outhouses (No 2) is occupied by Smt. Leelaben Dodia in her capacity as tenant of the society admeasuring 183 sq. ft. (approximately), which is now unauthorizedly extended up to 266 sq. ft. (approximately). The party of the 2nd part viz. M/s. Lakshmi Builders and Developers has agreed to provide permanent alternate accommodation on ownership basis as originally. occupied i.e. 183 sq.ft. plus an additional area to be provided to members/ tenants /occupants, to the said Smt. Leelaben H.Dodia.

5. Similarly, one more outhouse (No 1) was occupied by Mr. Arvind Shah as a tenant. The said Mr. Arvind K Shah and three others have settled with the developer and have agreed to accept an area 1107 sq. ft. carpet area in lieu of the area of the first outhouse and third floor area of building of the society and forgoing hardship compensation, as provided to members mentioned hereinafter in accordance to the settlement.

Pursuant to several meetings between the society and all its members/tenants/occupants on one hand and the Developers on the other hand, the society with the consent and concurrence of majority of the members/tenants/occupants as is testified by all joining in and giving their consent have accepted the terms and conditions of this agreement.

The society further declare that by resolution dated 06th February 2018,

Special General Body meeting dated 24th April 2022 and dated 29th May

2022, they have granted all the powers to the Managing Committee to exercise all acts and complete all the formalities in this connection and to

enter into development agreement with the Developer, to execute irrevocable Power of Attorney, to enter into settlement with the members /Tenants/occupants, claimants in respect of the structure on the third floor, as the Developer may deem fit and proper and execute other required agreements, documents with the Tenants/occupants, Claimants and the Developers as may be necessary and required.

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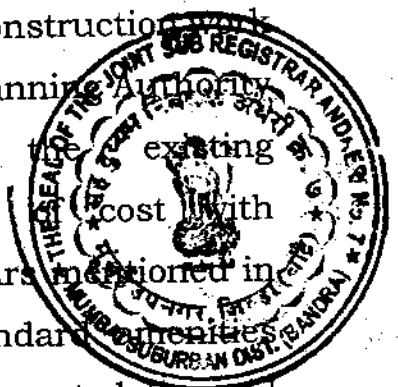
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7. The Society further declares that pursuant to the same, the drafts of the Development Agreement and General Power of Attorney have been approved in the Managing Committee Meeting held on 29th May 2022. The redevelopment agreement and power of attorney are also approved and sanctioned by the General Body to the society in the General Body meeting held on 29th May 2022.

8. In view of the aforesaid various resolutions of the Society and consents of the individual members/tenants/occupants, the Society hereby grants the development right of the Society's property to the Developer and the development of the said property means and includes settlement with all the tenants/occupants and claimants in respect of the structure on 3rd floor, other claimants, to obtain consent and settle with them as the Developer deems fit and proper and demolition of entire structures on the property i.e. existing building, structures, tenanted rooms, outhouses, and reconstructing a new composite building by utilising entire F.S.I. available on the said plot of land and further utilizing the TDR, F.S.I. and fungible FSI to the maximum extent as may be permitted by Municipal Corporation or any other authority and to use the entire F.S.I. potential including and completing the said construction work according to the permission which may be granted by planning Authority or Municipal Corporation and to provide the existing members/tenants/occupants the flats/premises free of cost with additional area as agreed and described as per particulars mentioned in statement annexed as **Annexure "B"** along with standards mentioned in (described in the **Annexure "C"**) and the Developer has accepted the said development rights granted by the Society. The Developer shall incur all expenses of the development of construction of the building, infrastructure payments to the MCGM authorities, for premiums, FSI, GST, TDR etc., procuring necessary permissions, professional fees, premium of the MCGM and the Developer is expressly permitted to carry out the development by constructing a building by demolishing the existing building and outhouses and by availing all FSI, fungible FSI as per D.C. Regulations for the existing user or users which would be permitted under the Development Control Regulations and allot his share of premises and parkings to the prospective customers/additional area to members/tenants/occupants and intending purchasers with the authority to sell, lease, transfer the balance premises both residential



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& bank/office premises, allot developers share of parking, to prospective purchasers, and to appropriate sale proceeds thereof. The society shall not have any right, claim in respect of any premises coming to share of the Developers as aforesaid. The development means and includes the demolition of the building outhouses etc. and reconstructing the same. It is agreed that the definition of TDR to the maximum extent means, as permitted as per D.C. Rules by the Municipal Corporation. It is agreed that the TDR for the entire new building will be purchased by the Developer in the name of the Society. The Developer shall purchase and load TDR to the maximum possible extent prior to demolition of the said building and structures/outhouses. The Developer shall obtain commencement certificate for the redevelopment from the Corporation within a period of Six months from the vacating by all the members and tenants/occupants including claimants of 3rd floor structure on the property handing over peaceful vacant possession of the building and all other structures to the developer for demolition.

9. It is agreed between the parties that on account of the hardship suffered due to the redevelopment work of the said Property, the Developer shall pay to the Existing Members towards Hardship compensation a sum as specified in statement annexed hereto as **Annexure "D"** on the basis of the existing carpet area of their flats/premises carpet area which will be paid 50% at the time of vacating the said building/flats and structures/outhouses by the members and handing over vacant and peaceful possession of the building and outhouses for demolition and balance 50% at the time of handing over possession of the new premises as permanent accommodation in the building proposed to be constructed on the said property. The Tenant shall be given Ownership rights of the premises allotted to them upon redevelopment.

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10. In consideration of the Society granting to the Developer the development rights in respect of the said Property, the Developer shall demolish the existing building/ outhouses/ rooms on the property and construct a new building by utilizing the entire FSI potential, set back benefits, if any, and transfer additional FSI by way of TDR, fungible FSI to the maximum extent and construct a new building in accordance with the permissions which would be granted by the authorities, and provide to each of the Members/tenants/occupants free of cost, flats on ownership	99428	27 940

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basis, in the newly constructed building (hereinafter referred to as "the said New Building") having Carpet area equivalent to that presently occupied by each Member/Tenant/Occupant on the Society's property, plus additional carpet area as per particulars mentioned in statement annexed as **Annexure "B"**, and. the Carpet area shall mean MOFA carpet as per the approved plans to be sanctioned and the entire construction shall be completed strictly in accordance of the plans approved/amended from time to time by MCGM. along with fixtures, fittings and amenities set out in **Annexure "C"** and to retain for themselves or to deal with or dispose of the balance premises which will be available to the prospective buyers on ownership basis, who will be admitted as members of the society, and to appropriate the profits and sale proceeds thereof . It is further agreed that the Developer is further authorized to provide to each of the tenants/occupants/claimant of 3rd floor structure, flats on ownership basis in the newly constructed composite building as per settlement with them and the society shall admit them as members of the society by charging necessary entrance fees as per model society bye laws as amended from time to time.

It is further agreed that the Rehab premises/flats to be provided to the Members/Tenants and occupants in the proposed new building shall be provided on the 1st to the 5th floor. The Society has agreed and allowed the Developer to construct commercial premises on the ground floor plus basements as per approved plan with internal access, such premises shall be a part of the free sale area of the Developer. The Society has agreed and allowed the Developer to sell/lease and deal with the ground floor plus basements premises without any objection from the society and its members.

11. It is agreed that:

- a) The Developer has agreed to pay one-time compensation of Rs. 30,000/- to each and every existing members/tenants/ occupants as compensation for relocation cost (both ways Shifting and Re-shifting) before the members/tenants/occupants vacate their present premises as specified in statement annexed hereto as Annexure "D"
- b) The Developer has agreed to pay an amount equal to 1(one) month rent to each and every existing member/tenant/occupant as compensation for brokerage before the members/tenants/occupants

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vacate their present premises. Details of the Hardship Compensation, Brokerage, and Shifting charges are annexed hereto as **Annexure "D"**.

- c) It is further agreed that if any member/tenant/occupant desires to purchase an additional area, the same would be sold to him at the rate mutually agreed between such member/tenant/occupants and the Developer and such additional area shall form part of the premises to be provided pursuant to this agreement which would be a composite unit and stamp duty, registration fees and GST for the purchased additional area would be borne and paid by such member/tenant/occupant and the GST, stamp duty for existing flat area and additional free area would be borne and paid by Developer.
- d) Each of the existing flat owner members, occupants, tenants (other than claimant/occupant of 3rd floor structure) would be provided a rent of Rs. 90/- per carpet sq. ft. per month equivalent to carpet area of their present flat area with 5% escalation every year, for the purpose of reimbursing/acquiring transit accommodation and the said amount shall be paid for the period till the habitable possession of the flat in the building proposed to be constructed is offered after obtaining full/part Occupation certificate. The transit accommodation or temporary accommodation of all present members/tenants/occupants are to be arranged on their own and rent/compensation as mentioned above and the members/tenants/occupants will be paid by monthly post dated cheques for the period of 36 months and thereafter for a period of 6 months in case of extension of time by mutual agreement, starting from the month of all the members/tenants/occupants vacating their respective premises till the habitable possession of the new flat in the building proposed to be constructed is offered after obtaining part/full Occupation certificate.

12. All available parking area would be shared by both the parties equally (in the ratio of 50:50) in all respects and the Developer shall be entitled to allot their parking space to their prospective customers/nominees and the Society shall ratify the same in its ensuing meetings. In case of odd number of parkings, which will be allotted to the society the remaining parking will be allotted to the Developer. As per planning it is proposed to create 26 numbers of parkings and the society shall be entitled for 13 nos of parkings and the developers shall be entitled

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to the balance 13 nos of parkings. The Developers cannot sell any parking to any purchasers, but only allot it.

13. It is further agreed that all the expenses for development including completion of perfection of title of the Society, settling with the Tenants/occupants/claimant, applicable property taxes during the redevelopment process after handing over possession to the developer for redevelopment, LUC taxes or any other charges, taxes which may be imposed pertaining only to redevelopment of the property after members/tenants/occupants vacating their premises, permissions from the various authorities for development of the property, application for transferring in the records of the MCGM and revenue authorities would be borne by the Developer alone.

14. It is agreed that the Developer is authorized and permitted to sell and transfer the balance saleable premises other than the premises to be provided to the members/tenants/occupants, to the prospective buyers on ownership basis, who would be admitted as Members of the Society without any further payment to the Society other than proportionate corpus/amount/savings lying with the society, entrance membership fees and share money. The Developer is also authorized to let out/lease the aforesaid balance saleable premises on terms and conditions mutually decided between the Developer and the Lessee. In such a case the Developer will first become a member of the society in respect of the premises to be let/out licensed and all the rules and regulations of the society for members will apply to the Developer in respect of the said premises.

15. It is agreed that all the expenses relating to stamp duty, registration charges for the Development Agreement and Power of Attorney would be borne and paid by the Developer.

16. The society hereby undertakes to make out the marketable title including permission from the lenders for redevelopment/removal of the encumbrances created by the individual members relating to their respective flats, rooms and structure existing on the said property prior to vacating and the Developer shall not be responsible for such encumbrances.

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17. It is agreed that after execution of this agreement the Developer is entitled to submit plans and procure the necessary permission including purchase and utilization of TDR in the name of the Society. A copy of draft/proposed plans shall be given to the society for approval prior to filing with MCGM. The Developer at its costs shall get the plans sanctioned from MCGM and obtain IOD (Intimation of Disapproval) and in due course shall comply with all the conditions for obtaining Commencement Certificate. Upon Sanction of the plans (receipt of IOD), the Developer will intimate to the society and occupants to vacate the building and structures on society's property within 30 days and the society and all its occupants will vacate the existing building after the Developer has duly complied with the other obligations hereunder accepted by the Developer like payment to the members of the hardship compensation as also amounts in lieu of providing temporary alternative accommodation as is herein recorded, and handover possession of the building and structures/outhouses for demolition and the Developer will commence the construction work in accordance with the approved plans.

18. The Society hereby grants to the developer the exclusive right to develop the said property in the manner mentioned hereinabove and further authorizes, if possible or viable and with prior written permission in writing, to amalgamate the said property with adjoining property or other property for developing for more viable planning and in such event the benefits offered under this agreement to existing members/tenants/occupants shall not be changed for any reason whatsoever. All charges, stamp duties, government levies payable upon such amalgamation shall be exclusively borne by the Developers. The Developers however do hereby expressly agree and undertake not to delay the construction of the new structure hereby envisaged on the ground of any such proposed amalgamation.

19	The Developer has agreed to complete the construction of the new building within thirty six(36) months from the date of receiving the commencement certificate and grace of six (06) months thereafter; the time period may be extended by mutual consent if delayed due to reason of force majeure and non-availability of materials. As stated in clause number 6 hereinabove, the commencement certificate shall be obtained within six months of vacating by all member and tenants/ occupants.
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20. If due to unforeseen reasons occasioned by force majeure as stated hereinafter in clause 26.3 the Developers are unable to carry out the development work on the said Property within the aforesaid period, then both Parties shall mutually agree in writing for extension of the period for completion of the construction. The period for which such construction is stopped would stand automatically extended on the terms and conditions mutually agreed by the parties hereto.

21 The Developer shall get his project registered under RERA Act and shall comply with all statutory obligations under RERA Act and MOFA Act and thereafter.

22. It is agreed that the said premises to be provided to all the existing members/occupants as per the proposed planning will be intimated to the Society being owners of the property and balance premises and other premises (if any) which are not allotted to the existing Members, Tenants, Occupants and claimant/occupant of 3rd floor structure are to be retained by the Developer for its own use or disposal. After sanction of the proposed plan and prior to vacating by the concerned planning authority, the Society shall within 15 (fifteen) days allocate premises to each of the existing member and tenant/claimant and the existing members, tenants, claimant & occupants who shall enter into separate Individual Agreement (Agreement for Permanent Alternate Accommodation) with the Developer with respect to the premises so allocated to him in the New Building. The Developer and the existing members and occupants shall endeavor to execute and register such Agreement within 15 days from the date of intimation of such allocation of the final building plan from the MCGM. The members/tenants and occupants shall vacate the premises within 30 days of written intimation from the developer regarding the sanction of the plan/Notice of intimation for vacating by Developer to Society.

23. The Society hereby declares, agrees, records, confirms, warrants and undertakes that:-

- (a) The Society is seized and possessed of and/or otherwise well and sufficiently entitled to the said property which is more particularly described in the Schedule hereunder written.
- (b) Simultaneously on execution hereof the Society will hand over to the Developer's Advocates, against their Accountable Receipt, original Title Deeds for the purpose of investigation;

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- (c) Save as otherwise provided in this Agreement, no other person or party has any right, title, interest, claim or demand of any nature whatsoever in respect of the said Property and/or any part thereof;
- (d) The Society or any individual member/tenant and occupants shall not create any encumbrances at any time hereafter nor shall they create any third party right, title or interest in any manner whatsoever on the said Property or any part thereof. The Members/occupants shall be entitled to sell the premises in their occupation after obtaining written permission of the Society and the Developer (both) provided always that the new purchaser shall be bound to abide by the terms of this Agreement and shall execute an undertaking to that effect which will be ensured by the society, the tenant may sell his premises after obtaining written permission both Society & Developer and due payment of transfer as per law.
- (e) The Society has not entered into any agreement or arrangement, oral or written, with regard to the sale mortgage, charge, lien of the said Property and/or any part thereof and or assignment of their rights in the said Property and/or any part thereof except that with respect to the claimants mentioned hereinabove;

The Society has not created any adverse right in respect of the said Property whereby they are prevented from entering into these presents with the Developers;

No notice of setback land for road widening, from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the Society in respect of the said Property or any part thereof which restricts or may restrict the execution of this Agreement and the said property is not under lispendens.

(h) There is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Society from dealing with the said Property or entering into this Agreement;

- (i) That there is a proper access available to the said Property from the main road and as required by the Mumbai Municipal Corporation for sanction of plans for the development of the said Property;

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- (j) To the best of their knowledge, the said Property is not affected by any reservation under the Development Plan for the City of Mumbai, which would affect development of the said Property;
- (k) That the Society has not granted any right of way or easement or licenses or any other rights to any person over the said Property and that no such right has become effective by prescription or otherwise, howsoever, and that none of the occupiers or owners of the adjoining Property or their tenants have public use or any access to any part of the said Property for passing or re-passing over the said Property;
- (l) All normal taxes, rates, assessments, duties etc. payable by the Society including arrears of any taxes in respect of the said property have been paid upto date by the Society and will be paid by them regularly. The society and the members/tenants and occupants further declare that they will hand over the vacant possession of the vacant building and structures/outhouses respectively occupied by them within 30 days of the intimation by the developer regarding the sanction of the plan.

Relying on the veracity of the representations and declarations herein contained, the Developers have agreed to acquire the development rights in respect of the said Property.

24. It is agreed that the premises to be provided to the members/tenants/occupants, as permanent alternate accommodation in lieu of their present premises and in the event any assessment tax or cess (except applicable GST) is levied on the members/tenants/occupants by the Government, the same would be paid by the respective members/tenants/occupants. However, the GST, payable in respect of the construction to be carried out by the Developer for area offered free of costs would be borne and paid by the Developer.

25. The Society hereby agrees and covenants to the Developer as follows:
- a) Upon execution of this Agreement, the Developer shall have a license to enter upon the property to secure the property of the society and safeguard the interests of the society and after vacation of their respective premises/tenements by the members, tenants and occupants in terms of the present agreement, the Developer license shall extend to remain on the plot as Licensee and upon sanction of plan the developer shall be allowed to demolish the existing

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building and structures/outhouses on the society's premises, complete construction work and infrastructure and to remain on the said property till issuance of full Occupation Certificate (or till the date of sale of last flat/shop whichever is later) and to exercise all rights, authorities granted under this agreement and the said license is irrevocable which includes license for Developer's contractors, agents, representatives, sub-contractors and their employees.

b) Upon sanction of the plan and after vacation of the building and structures/outhouses on the property, to allow the Developers to demolish the said building /structures on the property and to remove the debris and to construct in accordance with the permission.

c) To sign such forms, declaration required to be submitted to the various authorities for the purpose of perfecting the title of the society including survey records, records of Municipal Corporation, planning authority including applying for road widening, handover of set back area and claiming of any benefit by way of surrendering set back area, permission to transfer the TDR on the said property and plans or any modifications thereof.

d) The Society shall be responsible to co-ordinate with the concerned authorities, tenants/occupants and shall get the encumbrances removed or No objection of the concerned to be obtained for redevelopment to avoid delay in vacating the said building and structures/outhouses on the society's property.

e) Possession of the said new premises constructed within 15 (Fifteen) days from intimation by the Developers to the society of completion and upon receipt of full/part Occupation Certificate.

f) To admit the nominee flat/premises purchasers through the

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Developers in respect of the premises available for their disposal under this agreement without charging any transfer fees, premium except the payment of proportionate corpus/amount/savings of the society's share money of Rs.500/- and entrance fees of Rs.100/- and

to admit tenants/claimants of the 3rd floor structure as members upon payment of entrance fees, share money as decided by the society.

g) To issue necessary permission, N.O.C. in favour of the nominees of purchasers in respect of the Developers area in the proposed

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Building sold by the developers to enable them to procure necessary housing loan/finance.

- h) The Society shall get necessary agreement executed and registered between the developers and the members/tenants and occupants, in respect of the flat/premises which are allotted with the respective additional usable area within one month of sanction of plan by MCGM after intimation to each member/tenant/occupant
- i) That during the period of construction if any existing member or tenant transfers their right, title and interest in the premises the terms mentioned in this agreement shall be binding upon the successor of such prospective member/ purchaser And it shall not be done without the express written consent of both the Developer and the Society. The transfer of such premises shall be subject to rules and regulations of the society.

26. It is agreed that the Developer hereby agrees and covenant:

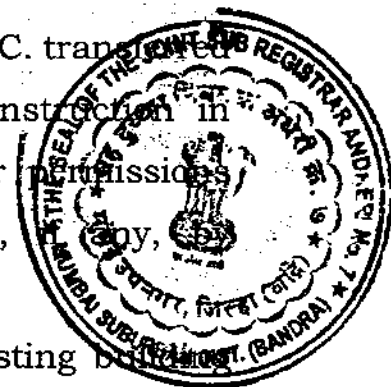
- i) Survey the land, submit the plan, design and get necessary permission/approvals, commencement certificate, further CC, etc. from time to time.

ii) That they will comply with necessary requisitions, permissions, to acquire TDR, Slum TDR/General TDR or whichever is available and allowed by the competent authority and to get the D.R.C. transferred in the name of the Society for the purpose of construction in accordance with the terms and conditions and /or permissions granted and plans sanctioned with modifications, M.C.G.M.

- iii) To develop the said property by demolishing the existing building and structures/outhouses and construct new building utilizing the entire F.S.I. and T.D.R. at his own cost.

- iv) The Developer shall procure all necessary permissions at its own cost from the MCGM and other concerned authorities and shall incur all expenses of the construction of the building, infrastructure, deposits to the MCGM, electric company and the other authorities and shall keep the society indemnified against any claims, damages in respect of such construction, permission or NOC and all liabilities in respect thereof shall be borne and paid by the developer.

- v) The Developer will construct the said building with standard best quality material and complete the construction and obtain



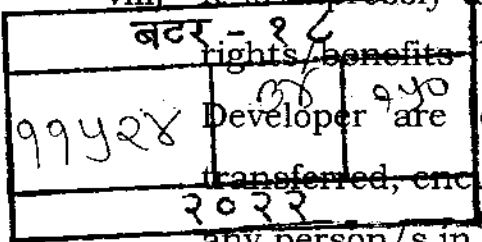
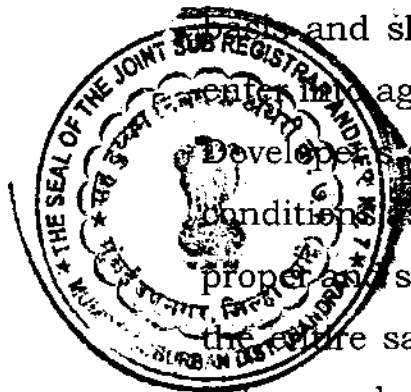
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occupation certificate within the period of 36 months from the date of receiving the commencement certificate and the said period will be extended for 6 months subject to force majeure.

- vi) That he shall be entitled to amend the sanctioned plans as per DC rules provided with the prior written confirmation of the committee of the society. However the area of and the location of the new flat to be provided to existing Member/occupant shall not at all be changed without the permission/approval of the concerned members. In the event the area is reduced due to the construction planning constraints, the concerned members/tenants and occupants, will be compensated to the extent of the area reduced at the market rate or the rate offered by the Developers for additional area. It is clarified that the Developers shall not reduce the area of the Flat of any existing members/tenants and occupants to be provided in the new building more than Ten square feet as the space and not the compensation is paramount consideration of the transaction being recorded by these presents.

- vii) That the developer shall be entitled to sell, transfer, assign, lease such premises to the prospective buyers/customers on ownership. and shall be entitled to part with possession thereof, and to enter into agreement, give on lease, accept token, booking for sale of Developer's share of premises at such price and on such terms and conditions as the Developer in their absolute discretion thinks fit and proper and shall be entitled to receive and appropriate for themselves the entire sales proceed thereof and further authorized, entitled to lodge such agreement, documents, arrangement with the sub registrar for registration and to admit execution thereof and submit copies to the Society.

- viii) It is expressly agreed by and between the parties hereto that the rights/benefits being granted hereunder by the Society to the Developer are exclusive to the Developer and shall not be transferred, encumbered or assigned by the Developer to any person/s in any manner and under any circumstances whatsoever. However the Developer is entitled to enter into any Joint Venture, Bulk booking - sale, sharing of Developers Flats/premises provided the entire development till OC shall be the primary responsibility of the Developer M/s. Lakshmi Builders & Developers.



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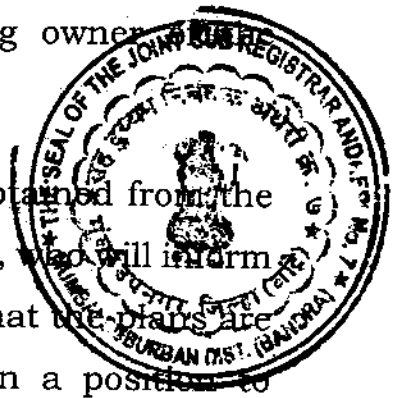
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ix) The developer shall continue to pay monthly compensation as mentioned above to all members/tenants and occupants till the Developers are in a position to offer habitable possession as aforesaid but in case of delay due to stay from court brought by any member and tenant/occupant, or their legal heirs or otherwise, it is specifically agreed that the concerned member/occupant/tenant will be liable for same and shall pay to the developer the damages as provided hereinafter in clause no.27.1 of Rs. 7,50,000/- per month in addition to the actual cost of the legal procedures till such encumbrances are released and both the Developers & Society shall have right to recover all damages & expenses caused by fault of any member or tenant/occupant, and that the period during which the work is delayed on account of obstruction, hindrance, interference or any act done by any of the members or tenant/occupant shall be excluded and not considered in computing the completion period of 36 months. In such event the Society shall be responsible to recover such damages from the members/tenants/occupants and the Developer shall have statutory charge over the premises of such erring members/tenants and occupants and enforce the recovery and society irrevocably consents the same being owner property.

27. Upon sanction of the plans and after the IOD is obtained from the Corporation, the Developers shall inform the Society, who will inform each member/tenant /occupants on the property that the plans are sanctioned, IOD is obtained and that they are in a position to demolish the structures standing on the said Property. The Society hereby agrees and undertakes to the Developers that on their Members/tenants and occupants receiving the aforesaid notice from the Developers, they shall, within a period of 30 days from the date of the receipt of such notices, vacate the flats/rooms/outhouses in their respective possession/occupation and shall handover vacant building and structures/outhouses on the society's property to the Developers for being demolished SUBJECT TO the Developers by then having duly discharged the other obligations in this behalf as are hereinabove. However such intimation for vacation shall be given by the Developers only after developers are in a position for signing,



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execution and registration of the Individual Agreements for permanent alternate accommodation.

27.1 It is agreed that if any of the member and/or tenant/occupant fails to vacate and handover peaceful possession within the stipulated period mentioned in the notice that may be issued by the developer, the society authorizes the developer to adopt all necessary proceedings to see that the members/tenants/occupants vacate and handover peaceful possession of the respective premises occupied by members/tenants/occupants. The cost of such litigation will be borne by the developer, but will be subject to right of the developer and/or the society to recover the actual cost of litigation plus damages of Rs.7,50,000/- per month as aforesaid from the non-cooperating members/ tenants/ occupants.

27.2 It is agreed that if any of the members and/ or tenants/occupant fails to vacate and handover possession within the stipulated period of the said building and structures/outhouses on the society's property for demolition on or before the stipulated date after intimation by the Society/Developers, such person shall be liable to pay to the Developers all rental expenses incurred and damages till the entire building and structures/outhouses on the society's property are vacated and handed over for demolition (the damages would be equivalent to or double the total amount of rent payable by the Developer to the members and occupants and the Developer shall have charge over the flats/structures of the concerned member/s, occupant/s, tenant/s and claimant/occupant of 3rd floor structure till such amount is paid, the Developer shall not transfer, assign their respective property and in such event if the delay is prolonged for more than 18 months from the date of the Developers so having called upon the members/tenants and occupants to vacate their existing flats the Society shall on intimation by the Developers also transfer back the FSI/TDR purchased and loaded upon the

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Society PROVIDED the Developers by then have not demolished any part of the existing building. However the Society shall have a right to recover all the damages from such erring member or members or tenants/occupants. Notwithstanding anything mentioned in this clause, the Society shall also be responsible to handover the vacant

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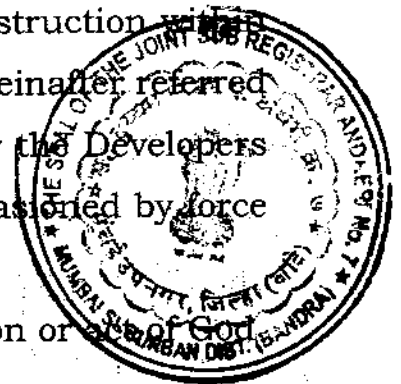
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possession of the building plot and premises in the same property and to remove the obstruction in redevelopment for commencing construction with the cooperation of the Developer.

27.3 It is agreed that the Society and its Members/occupants/tenants agree not to create any obstruction and/or interference of any nature whatsoever during the course of development of the said Property without valid reasons and incase any stay or injunction is obtained against development of property,, the responsible Member/Tenants/Occupants will pay a penalty or loss which is caused by the particular responsible Member/Tenants/Occupants or society, as the case may be.

27.4 On receiving vacant possession of the entire building and structures/outhouses on the society's premises, the Developers shall demolish the existing structures standing on the said Property and commence the work of construction of the new Building, as per the sanctioned plans and complete the work of construction within the period in this behalf hereinabove stipulated (hereinafter referred to as the "Period of Completion"), provided however the Developers are not prevented from doing so, due to reason occasioned by force majeure, that is to say;

- i) War, epidemic, Pandemic, Riot, Civil commotion or hostilities;
- ii) Earthquake, Flood, Fire or other natural disasters;
- iii) Denial of the use of any Railway, Port, Airport, Shipping service of other means of public transport;
- iv) Strike or lock-out or other industrial action by workers directly/indirectly involved in transport/production affecting the project.
- v) The mere shortage or delay in availability or supply of labour, materials or utilities shall not constitute Force Majeure, unless caused by circumstances which are themselves Force Majeure.
- vi) Any notice, order, rule, notification of the government or other public, judicial or competent authority which such order, notice, rule and /or notification has the direct effect of preventing the Developers from continuing with the construction hereby envisaged PROVIDED no such order



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notice, rule and/or notification has been caused by any action/s of the Developers which can be considered to be illegal and/or irregular and/or in breach inter alia of the terms herein contained.

- vii) Stay order brought in by any member/s/tenants/occupants, or their legal heirs due to which construction is stopped for any reason whatsoever PROVIDED no such Stay order has been brought on account of any failure and/or neglect on the part of the Developers in duly discharging any of the obligations hereunder accepted by the Developers.

27.5 If due to unforeseen reasons occasioned by force majeure as stated herein above in clause no.27.4 the Developers are unable to carry out the development work on the said Property within the aforesaid period, then the period of completion of the construction shall stand extended by the period equal to the period during which the reason/s so stated in the said Clause No.27.4 continues. However any indulgence shown, time granted by the Society shall not be construed as waiver on the part of the society.

It is agreed that the Developers having agreed to obtain as aforesaid full and exclusive developments rights in respect of the said property, the Developers shall agree to be bound by and to fulfill the under mentioned obligations and responsibilities in connection with and/or relating to the said development:

- A) The entire development of the said property shall be carried out at the entire risk and cost of the Developers, Such 'cost' shall be included but not limited to:

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- fees of the architect, RCC Consultants and other consultants as may be engaged by it;
- Payment of IOD deposits and scrutiny fees to MCGM;
- ii) Payment of premium to MCGM for utilizing TDR, FSI on the said property;
- iii) Wages and all other dues of the workmen employed for carrying out of development and construction work;
- iv) Insurance of the building under construction and workmen's compensation.

- B) The Society hereby authorizes the Developer to obtain a separate water connection and/or drill borewell and get electricity connection

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for the period of construction from the date of receipt of I.O.D. till the date or receiving Completion Certificate. The Developers shall be solely liable to pay the cost and requisite water and electricity charges in respect of the same, from the date of vacant possession of the building & structures/outhouses on the society's premises.

- C) Without prejudice to sub-clause (B) above, the Developer shall be liable to bear and pay, for the period commencing from the date that the said property is made vacant, municipal taxes of building under construction (L.U.C.) and /or the building to be put up by the developer on the said property as well as any other levies, taxes etc.
- D) The Developer agrees to indemnify, and keep the Society and its members/occupants, at all times fully and effectively indemnified, against all claims, loss and damages arising from carrying out the construction of the building and/or dues in respect of and/or

in respect of and/or relating to the said property for the period commencing from the date that the said Property is made vacant.

The Defects liability period shall be 36 (THIRTY SIX) months from notified completion of work. The Developer shall make good any

defects, leakage, shrinkage, or other faults that may appear in the work within the said defect liability period. If any defect, leakage,

shrinkage or other faults are found or noted by reason of construction of the said flats, the Developer shall at his own costs and expenses repair, rectify, and make good the same and remove the said defects,

leakages, shrinkages and other faults to the satisfaction of the Society, and its Architect. The Developer shall make good any defects and

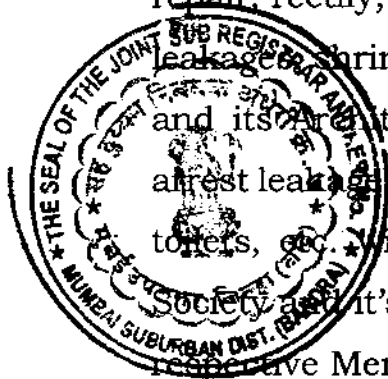
all sort leakages in waterproofing work of terrace slab, O.H./U.G. Tank, towers, etc. within the said guarantee period to satisfaction of the

Society and its Architect, or in course of normal wear & tear. The

respective Members and occupants shall thoroughly inspect the flat to satisfy himself regarding area, amenities etc. and confirm the

same prior to taking possession of his/her eligible premises.

- E) The Developer agrees not to create any liability/lien/mortgage on the society land and on any existing member's and occupants, flat /garage in anybody's favour to create any liability financial or otherwise of any sort but the Developer shall have the right to raise finance, mortgage, encumber or create charge in respect of the saleable portion coming to its share. However such mortgage,



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encumbrance or charge shall be notified to the society within 15 days of the creation of such mortgage, encumbrance or charge.

29. The Developers shall be granted a license as provided under section 25(a) of this agreement and shall be entitled to enter upon and remain on the said Property for the purpose of carrying out the work of development and construction from the date of execution of these presents till the completion of construction on the said Property or till the date of sale of the last flat/shop, whichever is later. During the period of construction and development of the said Property including security, safeguarding of the present property from encroachment, misuse, trespassers and authorized to deploy necessary persons for the same. The Developers shall be entitled to store building materials at the site and put up temporary structures thereon for a site office and premises for the workers to stay on the site during the period of construction at their own cost and liability without recourse to the Society or anyone in any manner whatsoever. After the completion of all development and construction work on the said Property, the Developers shall be bound and liable to clear the said Property of all extra materials, debris, temporary structures, workers, etc. The debris will belong to the Developer and the Developer shall construct the building with the best quality materials.

30. The society shall execute in favour of the Developers a General Power of Attorney to enable them to obtain requisite permissions from the concerned authorities and to complete the development of the said property described in the schedule hereunder written, to carry out construction according to the terms and conditions of this agreement and to exercise all powers, authorities granted in this Agreement and to sell the area i.e. balance area other than to be provided to the members/tenants/occupants and prospective purchasers and dispose of premises and part with possession of such premises under this agreement and such General Power of Attorney shall not be revoked till disposal of all flats/premises by the Developers.

31. The Developers hereby agree and undertake to indemnify and keep indemnified at all times hereafter from and against all claims, costs, charges, expenses, penalties, fines and prosecutions that the Society may incur or suffer or be put to by reason of the powers and authorities given by the Society to the Developers under this Development Agreement.

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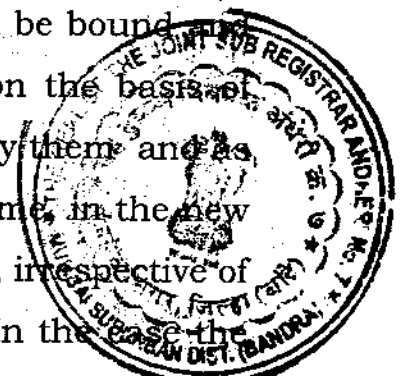
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32. The name of the new building to be constructed on the said Property and the name of the Society shall continue to remain the same, or as decided by the Society, and Developers mutually.

33. The Developers shall construct the building on the said Property as per the sanctioned plans and shall complete the work of construction within thirty six(36) months (plus an extension of six (06) months) subject to force majeure from the date of receipt of commencement certificate and handover possession of the said Flats to the Members and occupants i.e. with MCGM water supply, regular electric supply, lift, drainage and sanitation in working condition, and the amenities as set out hereinabove. Once the said Flats are ready for occupation, the Developers shall only after receipt of part/full Occupation Certificate, give to each of the Members/tenants/occupant notice in writing, calling upon them to occupy the said Flat within a period of 30 (thirty) days from the date of the receipt of such notice. After the expiry of the said period of 30 (thirty) days (hereinafter the date on which the said period of 30 (thirty) days expires is referred to as the "Date of Intimation to take Possession"), the Developers will be absolved from paying further rent for transit accommodation and the Members/tenants/occupants will be bound to pay the monthly outgoings and other charges on the basis of actual in proportion to the area of the premises occupied by them and as per the bye laws of the society as amended from time to time, in the new building to the total area of all the flats in the new building, irrespective of whether they have occupied their respective flats or not. In the case the developer is in possession of any unsold premises in the new building the developer shall bear the monthly outgoings and other charges of such premises on basis of actuals in proportion to the area of the premises and as per the bye laws of the society as amended from time to time.

34. The Developers undertake to obtain the part/full Occupation Certificate before offering habitable possession. It is expressly agreed that any penalty or excess charges or any other items levied by MCGM or any authorities due to occupation of the flats pending issuance of Occupation Certificate by MCGM shall be borne/paid by the Developers exclusively.

35. It is hereby agreed by and between the Parties hereto that if the Developers are in a position to handover to each member, tenant/occupant, the possession of their respective flats in the newly



constructed building before the expiry of the period of thirty six (36) months, then in that event, the Members/tenants/occupants shall refund to the Developers the excess amount of rent compensation by cheques that is lying with them without interest before taking possession of the said Flats in the New Building.

36. The Society and its Members and occupants, agree not to create any obstruction and/or interference of any nature whatsoever during the course of development of the said Property.

37. The Developer shall be at liberty to sell on ownership basis and/or allot on lease basis of their balance premises and/or rights in the premises forming part of the Developer's Area in the New Building (Provided the developer becomes the member of the society) at such price and on such terms and conditions and provisions as the Developers may think fit and any terms which may be imposed by any authority or authorities, provided always that the Developers shall not be released or discharged from their liabilities and obligations hereunder to the Society.

38. The Developer shall at their own costs be entitled to put up and permit to be put up advertisement boards upon the said Property for sale of premises forming part of the Developer's Area, without involving the name of the Society in any manner.

The Society hereby agrees and undertakes to the Developers that they shall accept the persons to whom the flats are so sold by the Developer as the Members of the Society and shall allot to them fresh shares at the time of admitting them as the Members of the Society, without charging any amount other than payment of proportionate the corpus/saving/amount with the society, Rs. 500 for shares & Rs 100 for admission fees and as per model society bye laws as amended from time to time.

वर्ग - १८		
११५२४	४२	१५०
४०. On Completion of the proposed work of redevelopment and issue of full Occupation Certificate by the Municipal Corporation of Greater		

Mumbai and all prospective buyers of the Developers being admitted as members of the society the Developers shall handover all the original records pertaining to the purchase of TDR sanction/s of plan, together with building completion/occupation certificate and all other originals received from the MCGM and other local bodies/authority obtained,

Gravear Pranav

Pranav

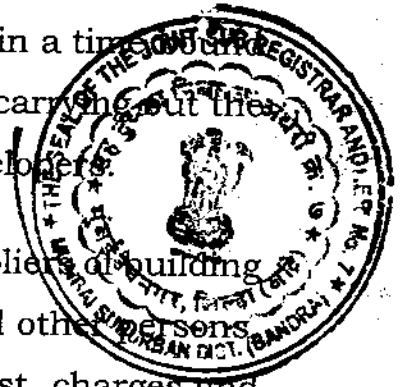
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received during construction and forming part of society's records to the society.

41. The Developers agree and undertake to use material of best quality and standard for the purpose of construction of proposed new building on the said property of the society and undertake to adopt good construction practices, as approved by the Municipal Corporation of Greater Mumbai. The building shall be constructed in accordance to earthquake resistant specifications/IS codes/guidelines of MCGM. It is agreed by and between the parties hereto that in order to ensure that the construction work is carried out in a good workmanship like manner and as per rules and regulations of the Brihanmumbai Mahanagarपालिका, Joint inspection of the site will be taken at the time of laying foundation of the new building, putting casting R.C.C. slabs, using water proofing materials etc. shall be carried out in the presence of the Developers and the representatives of the society. Any positive suggestions, noticeable defects etc. shall be considered provided it is done not to cause any undue hardship to the Developers. It is further agreed by and between the parties hereto that while casting floor wise slabs and while casting of the overhead water tank necessary samples of construction material and major RCC work will be sent for inspection, analysis to approved laboratory of the V.J.T.I. or MMC or any other Institute or R.C.C. Consultants and report obtained there from will be handed over provided such sampling is done in a timely manner and not for causing any delay in the schedule of carrying out the work of redevelopment or any undue hardship to the Developers.

42. The Developer shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employees for the construction work and also all other cost, charges and expenses for which the society shall not be liable for the same.

43. This Agreement shall not be treated as a partnership nor Joint Venture between the society and developer nor will it be construed to be an Agreement for sale or transfer of the said property or any part thereof by the society to the developers neither shall it mean or confer to be an agreement for sale or transfer. The Developers are entrusted only with the work to develop the said property on the terms and conditions provided in this Agreement.



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99428	83	940
१०२२		

44. While carrying out the construction the Developer will take proper insurance for the workmen on the site. The said insurance policy fully paid up and Developer shall pay the premium from time to time. The Developer shall take such insurance till completion and during the time of construction this insurance shall be taken till actual completion of the work in habitable condition.

45. The Developers hereby agree to provide to the society an office premises as permitted by the Municipal Corporation of Greater Mumbai, free of cost.

46. As regards the flats to be sold by the Developers (i.e. besides the flats reserved for the Members, tenants/occupants and claimant/occupant of 3rd floor structure), it is hereby agreed as follows:

a. The Developers alone shall be entitled to sell the additional flats to prospective purchasers qualified to become members of the society and appropriate the sale proceeds.

b. The Developers alone shall be responsible for any breaches of the Agreements with the prospective purchaser/s and the society shall not be responsible for the same in any manner whatsoever. The Developers hereby agree to indemnify and keep indemnified. Nonetheless, the society and the members and occupants, from all claims that may be brought forward by any Purchaser/s in respect of their purchase agreement.

The agreements with the Purchaser/s shall be duly stamped and registered.

d. Such Purchaser/s shall become members of the society and they shall abide by the bye-laws, rules and regulations of the said society and shall pay their proportionate share of the Municipal taxes, Society Charges and all the other outgoings in respect of their respective flats regularly to the society.

Society Charges		
99428	88	940
47.	58	33

47. It is agreed that between the parties hereto that all applications that are made to the MCGM and other bodies and authorities as aforesaid shall be made by the Developer in name of the Society to the end and intent that the land and the new building will belong to the Society upon completion and issuance of Occupation Certificate at all times subject however to the rights of the Developers to deal with the premises comprising Developer's area other than the premises to be provided to the Members,

Gajjar Shamshir

20/11/20

tenants/occupants of the Society alongwith amenities as set out in **Annexure "C"** as stated hereinabove.

48. It is further agreed that for the purpose of interpretation and clarification. It is always meant and understood between the parties that the Society has granted the development right to develop the said property by demolishing existing building and the structures/outhouses in the society's premises and developers are permitted to construct the building by utilizing all the existing FSI/TDR at his own cost and buying the additional FSI/TDR and entitled to deal with and or sell the balance premises i.e. the Developer's Area which are available as per this Agreement to the prospective parties are to be performed accordingly notwithstanding anything which is not specifically provided in this Agreement, and it shall always mean that both parties shall perform such obligations which are required to conclude this contract.

49. It is agreed that:

In the event of any dispute or differences arising by and between the parties to this Agreement regarding the interpretation of this Agreement or any clause thereof either upon or after its termination, such disputes or difference shall be referred to Arbitration of sole Arbitrator, to be mutually decided between the Parties hereto and such arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification there of for the time being in force. All arbitration proceedings shall take place at Mumbai and the courts in Mumbai shall alone have the jurisdiction in the matter.

ii) The stamp duty and registration charges and all other out of pocket expenses incidental to this Development Agreement

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१९५२४	४५	१५०
२०२३		

shall be borne and paid by the Developer alone. Each party shall bear and pay the professional cost of its legal advisor. The stamp duty and registration charges, if any, on individual agreement or agreements (except for stamp duty for additional area purchased by the individual member/tenant/occupant ,which shall be borne by himself/themselves) shall be borne by the Developers.

Handwritten signature

Handwritten signature: Gayatri

Handwritten signature

50. The Society members/tenants and occupants, herein confirm the terms and conditions of this agreement.

51. Any notice intended to be given to the Parties hereto by each other shall be deemed to be properly and validly given if it is delivered to or sent by registered post or hand delivery, and duly acknowledged to be delivered, to the respective address of the parties herein below mentioned:

In case of notice to the Society:

VILE PARLE GAUTAM CO-OPERATIVE HOUSING SOCIETY LTD.

Mahant Road, Vile Parle (East), Mumbai 400 057

And After Vacation of the building

At

VILE PARLE GAUTAM CO-OPERATIVE HOUSING SOCIETY LTD.

Dr. Rajeev Kanitkar,

B/203, Sai Vatstalya Society, Paranjpe B Scheme, Road No.1, Off

Hanuman Road,

Vile Parle (East), Mumbai 400 057.

In case of notice to the Developer:

M/s. LAKSHMI BUILDERS & DEVELOPERS, Printing House, 135, Ram Mandir Road, Oshiwara, Goregaon (West), Mumbai - 400 104

PAN No. of the Developer - AABFL4973E.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL of land bearing Final Plot No.19, in the Vile Parle Town Planning Scheme II admeasuring 780.10 sq. mtrs. or thereabouts (reconstituted to 933 sq. yds i.e 780.10 sq. mtrs.) and corresponding to CTS No. 918, 918 (part), 918(1 to 11) admeasuring 893.10 sq.mtrs. Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District and the said plot is shown by hatching red lines on the plan issued by the City Survey annexed hereto and situate, lying and being at Mahant Road, Vile Parle (East), alongwith structures, tenements standing thereon in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows,

That is to say on or towards,

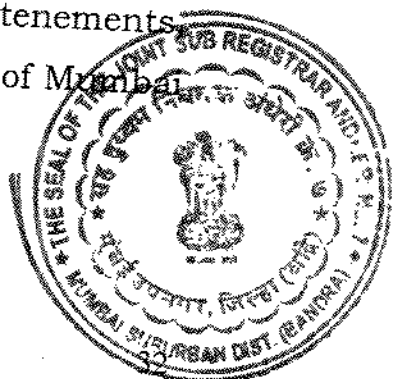
North by : Internal Road

Rajeev

Rajeev

Rajeev

Rajeev



South by : 40 ft Mahant Road
 West by : Internal Road
 East by : FP no 20/21, TPS II Vile Parle (E)

SIGNED, SEALED AND DELIVERED)
 by the within named Society)
VILE PARLE GAUTAM CO-OP.)
HOUSING SOCIETY LTD. By the hands)
 of duly authorized CHAIRMAN-)
 MR.RAJEEV KRISHNAJI KANITKAR)

VILE PARLE GAUTAM CO-OP. HSG. SOC. LTD.

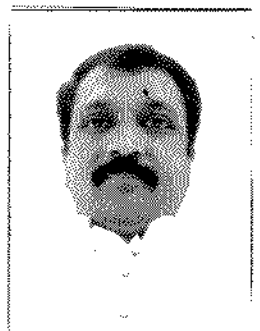
TREASURER *Rajeev* CHAIRMAN SECRETARY



SECRETARY -)
 MR. RASIK RATANSHI SHAH)

VILE PARLE GAUTAM CO-OP. HSG. SOC. LTD.

TREASURER CHAIRMAN *Rasik* SECRETARY



TREASURER - MR. KANTILAL DHANJI)
 RAMBHIA in the presence of)

VILE PARLE GAUTAM CO-OP. HSG. SOC. LTD.

Kantilal D Rambhia
 TREASURER CHAIRMAN SECRETARY



SIGNED, SEALED AND DELIVERED)
 by the party of Second Part, within named)
 DEVELOPER M/s. **LAKSHMI BUILDERS**)
& DEVELOPERS by the hands of their duly)
 authorised Partner **MR. RAJESH G.DOSHI**)
 in the presence of)

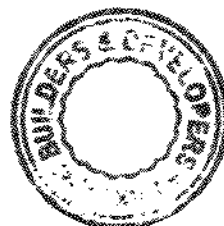
LAKSHMI BUILDERS AND DEVELOPERS



1) *Rajesh*

2) *कोवारी मंगलाजीपुराहित*

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ANNEXURE - B

List of names of Members, Tenants and occupants of VILE PARLE GAUTAM CO-OPERATIVE HOUSING SOCIETY LTD. (as modified upon Sale/Transfer/Assignment from time to time.

Sr No	Name	Existing Floor	Existing Room Nos	Existing Area	Additional Carpet Area Free of Cost	Total/Final Carpet Area
1	Mr. Naresh Parikh, Managing Trustee, Shri. Taragam Mehsana Dist. Charitable Trust	Ground	1	244	88	332
2	Dr. Rajeev K. Kanitkar Mr. Neeta R. Kanitkar	Ground	2	244	88	332
3	Mrs. Madhuben C. Mehta	Ground	3	244	88	332
4	Mr. Ashish Natwarlal Shah	Ground	4	244	88	332
5	Mr. Dilip Kantilal Chawda	Ground	5	244	88	332
6	Mr. Rakesh Babulal Gandhi HUF	Ground	6	244	88	332
7	Mrs. Aisharvaya Shailesh Guhagarkar	Ground	7	244	88	332
8	Mrs. Madhukanta Chandrakant Mehta	Ground	7/A	139	50	189
9	Mr. Pramod Anant Sawant Mr. Ameya Pramod Sawant	First	8	244	88	332
10	Mrs. Rekha Somani Mr. Mitesh Somani Mrs. Dharini Somani	First	9	206	74	280
11	Mr. Rasik Ratansi Shah	First	10	206	74	280
12	Mrs. Meena Shah	First	11	206	74	280
13	Mr. Kewaram Gajaji Purohit Mrs. Obuben Kewaram Purohit	First	12	206	74	280
14	Mrs. Rekha Kuvarji Chheda Mr. Kuvarji Chheda	First	13	206	74	280
15	Mr. Pankaj Karamsi Gangar Mrs. Neha Pankaj Gangar	First	14	206	74	280
16	Dr. Rajeev K. Kanitkar	First	14/A			189
17	Mr. Kantilal Dhanji Rambhia Mrs. Chandrika Kantilal Rambhia	Second	15			556

18	Mr. Vishnudatta Shivalal Shukla Mrs. Kanta Vishnudatta Shukla Mr. Ketan V. Shukla (Associate Member)	Second	16	206	74	280
19	Mrs. Naynaben Sakalchand Shah	Second	17	206	74	280
20	Mr. Manilal Nanji Shah	Second	18	206	74	280
21	Mrs. Chandrika Manilal Shah	Second	19	206	74	280
22	Mrs. Pushpa Raichand Chheda Mr. Raichand Nenshi Chheda Mr. Gaurav Raichand Chedda (Associate Member)	Second	20	206	74	280
23	Mrs. Nirmala Nisar	Second	21	139	50	189
24	Mr. Dilip Jivanlal Chauhan	Second	22	102	37	139
25	Mr. Shashikant Atmaram Bhatkar Mr. Prasad Shashikant Bhatkar (Associate Member)	Outhouse	23	276	99	375
26	Mrs. Reena Rakesh Gandhi Mr. Rakesh Babulal Gandhi	Outhouse	24	185	66	251
Third Floor Structure						
27	Mr. Arvind Shah & Mrs. Bharti Shah	Third	Third	423	131	554
28	Mr. Nipun Mehta & Mr. Joy Mehta	Third	Third	423	130	553
TENANTS :						
1	Mr. Arvind Shah	Outhouse	T/1	130	Clubbed & considered alongwith 3rd floor settlement.	Clubbed & considered alongwith 3rd floor settlement.
2	Mrs. Leelaben H. Dodia	Outhouse	T/2	183	66	249



Q

K. J. J.

Rashid.

Rashid.

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ANNEXURE - C
LIST OF AMENITIES

- 1) Antitermite treatment to be provided by the developer for the entire building at foundation level and as per specifications of the Pest Control Agency.
- 2) All pipelines of Gas, Telephones, T.V./Internet, etc. should laid through the ducts.
- 3) Provision shall be made in living rooms and bedrooms of each flat for split type air conditioner including holes/conduct, kedges for mounting the outdoor units with electrical plug point with 35 Amp MCB etc.
A common pipe shall be installed to collect drain water of each split A/C unit and bring it down to rain water harvest system.
- 4) **Flooring**
Hall, Dining & Passage:- Vitrified Tiles 3'x 3' of kajaria/exarro equivalent brand of approved make & colour.
i) All rooms vitrified Tiles 2'x 2' of pattern approved by Architect
ii) Toilets will have Non - skidded flooring tiles.
- 5) **Skirting**
4" high skirting of same pattern that of flooring of rooms.
- 6) **Toilets**
Dado shall be of Ceramic Tiles type to be approved by society/ Architect, **for full height**. Each Toilet of tenement will have separate colour & design.
- 7) **Kitchen Platform** - The 'L' type kitchen platform or Parallel type or as per architects plan shall be on white marble stands, finished with Granite top, sided, moulding etc. As per drawing with stainless steel sink of Nirali or equivalent make.
- 8) Dado of approved pattern ceramic Tiles approved shade & make for full height of wall on both sides of Kitchen Platform.
- 9) **Windows**- Providing & fixing granite jambs and sills to be provided for all sided of windows including moulding for all sides / bottom side 4" out (of wall surface). Aluminum sliding windows with additional panel with mosquito net, to be fixed inside & **25 mm series 1.5 mm** thick section for windows **up to 5'-0" height**. The windows **above 5'-0" height**, the section shall be of appropriate size. The aluminum section shall be of "Jindal" or approved make, shall be coloured anodized of required shade. The glass shall be of 5 mm thick. In window / wall. The toilet block with slot for exhaust fan with 5 mm thick (frosted) glass louvers with granite marble sills and jambs as per other windows in the tenement.
Living Room windows to be provided above sill of 15" height with mosquito net.

Doors:-

- 1) Unless otherwise specified all door frame shall be teakwood
- a) **Main Entrance Door**

