

outside the Lift/Staircase and Terrace above the top most floor shall be Common Amenities.

b) The Restricted Amenities, included in the FSI, are as under:-

- i. Terrace on 17th floor admeasuring 288 sq. ft. adjoining and/or attached to Flat No.1701 which shall be allotted to and owned by the Owner or Owners for the time being of the said Flat No.1701.
- ii. Exclusive common passage abutting Shops/ Commercial units Nos. 102, 103 and 104 on the First Floor shall absolutely vest and belong to the Owner or Owners, for the time being of the Shop/Commercial unit Nos. 102, 103 and 104 as Tenants-in-common exclusively and they shall have absolute right.
- iii. Exclusive common passage abutting Shops/ Commercial units Nos. 201, 202, 203 and 204 on the Second Floor shall absolutely vest and belong to the Owner or Owners for the time being of Shop/ Commercial unit Nos. 201, 202, 203 and 204 as Tenants-in-common exclusively and they shall have absolute right.
- iv. The Owner/s and/or Buyer/s of the said Flat No. 1701 & Terrace and the said Shops/Commercial units shall be granted exclusive absolute rights for Restricted Amenities with a right to use and occupy the same and deal with the same along with their respective Flats/Shops/Commercial units, and the Society shall



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have no claim, right, title or interest in respect thereof.

- c) i.) If the Developers and/or Owner/s and/or Buyer/s of the Flats/Shops/Commercial units want to merge/ amalgamate different units into one or more units or merge the Restricted Amenities (which is included in FSI, which is adjoining and/or in front of the entry doors/points of their individual Flat and/or Shops/Commercial units) with their Flats/Shops/ Commercial units or demerge/divide Flat/Shop/ Commercial unit into one or more Flats /Shops/Commercial units, then the Society or its members will not raise any objections against or challenge the said merger/ amalgamation/ demerger/ division on any grounds whatsoever.



- ii) The Society and its members will not raise any objection on any grounds whatsoever for approval/amendment of plans from time to time and/or for constructing the internal staircase or changing the position of internal staircase in their units for merging of units on upper floor with their units. The Society hereby grants its irrevocable consent for the above said mergers/demerger/divisions of Flats/Shops/Commercial units/Restricted Amenities and /or construction/change of position of internal staircase and also confirms and agrees to give

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forthwith (i.e. within seven days from the day of request by the Developers and/or Owner/s and/or buyers of the Flats/Shops/ Commercial units) without charging any premium or fees, it's no objections certificate and/or writings as may be necessary/required for approval by the MCGM and/or other planning authorities for making such changes/alterations. It shall be mandatory for the owners of Flats/Shops/Commercial units/Rstricted Amenities who have carried out such changes/alterations, mergers, demergers/divisions to give to the Society, Structural stability certificate in respect of the said changes alterations/modifications carried out.

4. It is further clarified that in the said Project, as mentioned above, the Society's entitlement is only Permanent Alternate Accommodation as per modified clause no. 13 of the said Development Agreement and 20 parkings as mentioned in modified clause no. 21 of the said Development Agreement and the Society and its Members shall have no claim right, title and interest of any nature whatsoever in respect of the remaining area i.e. Developers' Sale Component comprising of the Flats, commercial premises, terraces and parkings and the Society Members shall be entitled for the corpus and the monthly compensation in accordance with the provisions of the said Development Agreement read with the modifications mentioned herein.

Quoted *[Signature]*

[Signature]

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5. The Society hereby declares that save and except as set out hereinabove they have not created any third party right title or interest of any nature whatsoever in respect of the said property or in respect of the F.S.I.
6. This Agreement shall not be terminated on any ground by either of the parties.
7. The Society and the Developers shall carry out and discharge all the obligations as set out in the said Development Agreement, subject to modifications mentioned hereinabove.
8. Within 15 days from the date hereof the Society shall obtain a written Declaration cum Undertaking as per the draft given by the Developers, from all the members addressed to the Society as well as the Developers assuring and undertaking to abide by the provisions of the Development Agreement dated 01-11-2013 and this Supplemental Agreement and in particular to give vacant possession of their respective flats. If there is non-co-operation or refusal by any of the members or no response being received from any of the members in respect of executing and delivering the said Declaration cum Undertaking then the Society and/or Developers shall forthwith initiate appropriate proceedings against such defaulting member and obtain the required order from the Competent Court directing such defaulting member to discharge the obligations under the Development Agreement dated 01-11-2013 and this Supplemental Agreement.



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9. The Development Agreement dated 1st November 2013 as modified by this agreement shall be binding on the parties.

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

THE SCHEDULE ABOVE REFERRED TO
(the said Property)

All that pieces and parcels of the land ground situate lying and being at Village Borivli, bearing Final Plot No.63 of Borivli, TPS I admeasuring about 1219.00 sq. mtrs or thereabouts and having corresponding C.T.S No. 536A admeasuring 1243.00 sq. mtrs as per property card, together with the structure/building known as "Yashodhan" standing thereon situate at Ramdas Sutrale Marg, Off. Chandavarkar Road, Borivli (West) Mumbai 400 092, Mumbai Suburban District

THE COMMON SEAL OF
The within named SOCIETY
UMAKANT CO-OPERATIVE HOUSING SOCIETY
LIMITED is hereunder affixed pursuant to the
Resolution of the Society passed in the
Special General Body Meeting held on 18.08. 2021)
in the presence of



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[Handwritten signatures]



Page | 22

1 Mr. Rajesh A. Anandani

The Chairman

2. Mr. Vijay S. More

The Secretary,

3. Mr. Hari G. Bhatia

The Treasurer

in the presence of

1. MR. S. Y. MANJURE

2. MR. K. G. CHAUDHARI

SIGNED SEALED AND DELIVERED

By the withinnamed "DEVELOPERS"

M/S. K. MEHTA & CO

through its Authorised Partner

Mr. Parag .D. Mehta

In the presence of ..

1. MBH

Mitesh . B . Bhut.

2.

Dipesh Raut

[Signature]

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UNAKANT Co-operative Housing Society Ltd

Chairman

[Signature]
Treasurer

Secretary

UNAKANT Co-operative Housing Society Ltd

Chairman

Treasurer

Secretary

UNAKANT Co-operative Housing Society Ltd

Chairman

Treasurer

Secretary



FOR M/S. K. MEHTA & CO



[Signature]
Partner