

ANNEXURE - B-1

ANNEXURE B

IN THE COURT OF SMALL CAUSES AT MUMBAI
(BANDRA BRANCH)

J.A.D. SUIT NO. 1 OF 2003
(STAMP NO. 141 OF 2003)



SRI PRABHAKAR PATIL
Adv. Indira Kulkarni, Vakalat
Room No. 3, David Ganes Chawl, Koral Park,
Vignik Nagar, Jogeshwari (West),
Mumbai - 400 042

... PLAINTIFF

बदर-४		
२०१०६	६९	२६०

1. Sri Jugal Mohan Yeglik,
Proprietor of S/S. Karam Construction Co.
A-303, 1st Floor, Laxmi Centre,
S.V. Road, Andheri (West),
Mumbai - 400 058.
2. Mrs. Sarma V. Jadhav
Proprietress of Mrs. Sarma's Constructions
Having office at Plot No. 44, Ground II,
L. T. Road, Bandra (W), Mumbai - 400 058.
3. Sushil Tower Group, Housing, Pvt. Ltd.
Having office at C/o. S.G. Goshale,
1/29, Old Air India Gate, Kurla,
Southwest (Bany), Mumbai.
4. Shri V.G. Jadhav
The Promoter of Sushil Tower Group
Having office at, having office at,
Plot No. 44 Ground II, L. T. Road,
Bandra (West), Mumbai - 400 058.



... DEFENDANTS

CONSENT TERMS

It is agreed and declared that the plaintiff is the weekly tenant in respect of suit premises being Room No. 1 of David Ganes Chawl, which stands on the piece of land situated at Koral Park, Vignik Nagar, Jogeshwari (W), Mumbai - 400 042, bearing sub plot no. 6 revised C.T.C. No. 450/A, 450/B to 450/A/24, 450 and 375/1) adjoining 2076 square meters or thereabouts out of the larger land bearing survey no. 49A, 11/100 no. 1 and 2 (cont.) (hereinafter referred to as "the suit property").

K.T.E.
Plaintiff

Sd/- V.G. Jadhav
Defendant

बदर-५/	
२००६	२६०

3. Agreed and declared that the Plaintiff has paid monthly rent in respect of the suit premises up to MARCH 68. Further agreed and declared that out of the arrears the monthly rent in respect of the suit premises the amount equivalent to the monthly rent pertaining to the period up to the date of possession of the New Tenement shall be paid to the Defendant (No. 1).

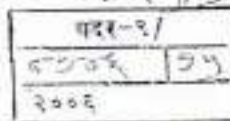
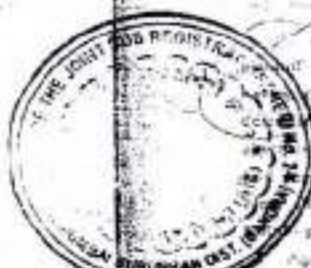
4. Agreed and declared that the Defendant (No. 1) have conveyed the suit property to defendant no. 2, a portion of which the plaintiff possesses containing the suit premises hereafter referred to as "the old premises" and that the Defendant (No. 2) are vested with full right and absolute authority to construct a new building/buildings on the property for providing residential flat to the members of the defendant no. 1 and for providing alternative accommodation to the plaintiff in lieu of the suit premises and to the tenants of other premises in the said old structure in lieu of the premises in their respective use and occupation.

5. Agreed and declared that the Defendant (No. 2) shall provide to the plaintiff a flat of construction known as ownership built a residential apartment of area of 110 sq. ft. in the new building to be constructed by the defendant no. 2 on the vacant portion of the suit property as and way of permanent accommodation in lieu of the suit premises (hereinafter referred to as "the new building alternative accommodation"). It is further agreed that Defendant (No. 2) shall provide to the plaintiff additional area of 110 sq. feet at the rate of Rs. 100 per sq. feet and area of 40 sq. feet of carpet.

6. Agreed and declared that a tripartite agreement between the Defendant (No. 1) Defendant (No. 2) and the Plaintiff in respect of the said alternative accommodation as stated in clause 4 hereinafore shall be duly made and executed prior to the date hereof and the same shall be duly registered under the provision of the Registration Act, 1908. The Plaintiff hereby agrees, declares and confirms that a copy of the

7. The Plaintiff and Defendant (No. 2) have agreed that the permanent alternative accommodation to be provided to the plaintiff and other minority tenants of the suit old premises which is owned by the Municipal Corporation of Greater Mumbai has been shown to the plaintiff and that the plaintiff has approved the same.

8. Agreed and declared that the permanent alternative accommodation to be provided to the plaintiff in lieu of the suit premises for occupation of the plaintiff with the requisite occupancy certificate of the municipal corporation of Greater Mumbai Defendant (No. 2) shall send same in duplicate to the plaintiff and the plaintiff shall receive the same within seven days from the date of receipt of same.



written intimation from the Defendant No.1 take possession of the said permanent alternative accommodation and shift to the same. All parties may be reading with him is the suit premises together with all their goods, effects, belongings and shall deliver to the defendant No.3 quiet, vacant and peaceful possession of the suit premises. Further agreed and declared that after receiving possession of the suit premises from the plaintiff as aforesaid the Defendant No.1 shall be entitled to demolish the same.

7. Agreed and declared that the stamp duty and registration charges on the tripartite agreement in respect of the said permanent alternative accommodation to be made between the Defendant No.3, defendant No.2 and the Plaintiff shall be borne and paid by the plaintiff alone. Further agreed and declared that apart from the liability to pay the stamp duty and registration charges as aforesaid and the arrears of the monthly rent as mentioned in clause 2 hereinafter, the Plaintiff shall not be liable or responsible to pay anything either to the defendant No.2 or the defendant No.3 in respect of the said permanent alternative accommodation by way of price or any other costs or expenses whatsoever.

8. Agreed and declare that before shifting to the said permanent alternative accommodation the inspection of all documents relating to the suit premises and the said permanent alternative accommodation to be provided to the plaintiff such as the documents of title, the sanctioned building plans, the occupation certificate granted by the Municipal Corporation of Greater Mumbai etc. shall be given by the defendant No.3 to the plaintiff. Further agreed and declared that the plaintiff shall also be given inspection of the said permanent alternative accommodation before taking possession thereof and after being satisfied about the construction of the said permanent alternative accommodation and the rights of defendant No.3 in respect thereof the Plaintiff shall shift to the said permanent alternative accommodation in the manner stated in clause 6 hereinafter.

9. The Defendants hereby agree and declared that pending the completion of the construction of the said permanent alternative accommodation agreed to be provided to the Plaintiff in all respect ready for use and occupation of the plaintiff and the possession thereof by the plaintiff as agreed and in the manner agreed under this consent term, the defendant or their servants, agents, workmen or representatives shall not interfere with or disturb possession and occupation of the said premises by the Plaintiff from the date hereinafter and / or until the same.



सदर-२/
२००५

10 Agreed and declared that after the development of the said property complete in all respects the plaintiff shall join and become one of the Defendants No. 2 shall admit the plaintiff as a member of the defendant No. 1 Agreed further that the plaintiff shall pay to the Defendant No. 1 the Entrance Fee of Rs. 10/- and share equity in respect of Shares of the face value of Rs. 20/- each in the share Capital of the Defendant No. 1 shall be paid by the plaintiff in the Defendant No. 1 and the plaintiff hereby agrees and undertakes to sign and execute share Application Form and all other deeds and documents as may be necessary for being a member of the defendant No. 1.

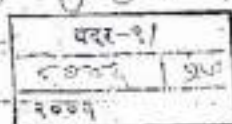
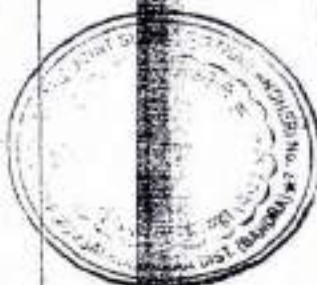
11 The plaintiff hereby agrees and undertakes to this Hon'ble Court that after the construction of the said permanent alternative accommodation agreed to be provided to the plaintiff in lieu of the said premises is complete in all respects with the requisite Occupancy Certificate of the Municipal Corporation of Greater Mumbai and the possession thereof is offered by the Defendant No. 1 to the plaintiff, the Plaintiff shall shift to the said permanent alternative accommodation in the manner stated in clause 6 hereinafter and shall deliver quiet, peace and peaceful possession of the suit to Defendant No. 1.

Agreed and declare that upon expiry of the period provided herein for taking possession of the said alternative accommodation, the liability of the plaintiff to bear and pay the Municipal Taxes, Maintenance charges and other outgoings payable in respect of the said permanent alternative accommodation shall commence and shall be paid to the Defendant No. 1.

12 Agreed and declared that after possession of the said permanent alternative accommodation is offered by the Defendant No. 1 to the Plaintiff as provided hereabove the tenancy of the Plaintiff in respect of the suit premises will come to an end and in the event of the said tenancy of the Plaintiff in such to the said permanent alternative accommodation and deliver peace possession of the said premises to the Defendant No. 1 as agreed, the occupation and possession of the plaintiff of the suit premises will be illegal and as a trespasser and the Plaintiff shall be liable to be evicted from the suit premises within any notice.

13 In case of these Orderly Terms the suit should be marked settled and dismissed for want of prosecution and Defendant No. 1 and Plaintiff No. 2 as they are in no way related to the suit property. No order as to costs.

14



MUMBAI DATED THIS DAY OF



ADVOCATE FOR PLAINTIFF
(S.V. FILED)



ADVOCATE FOR DEFENDANTS
(S.V. FILED)

A.T. of Plaintiff

PLAINTIFF

1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*
Chairman, Secretary, etc.

DEFENDANTS

बदर-४		
2000	EN	250
२००५		

बदर-४
२००५
२००५





RECORDED		
6666	ee	240
JUN 24 1904		



ANNEXURE C - MEMBERS LIST

SR.NO	NAME OF THE MEMBERS	SHARE CERTIFICATE NO
1	MR.S.G.GOKHALE	2
2	MRS.UMA MAZUMDAR	7
3	MS.HILLA BHAGWAGAR	9
4	MR.ADIL IRANI	10
5	MR.N.MAHADEVAN	30
6	MRS.SHAKILA GOPINATH	19
7	MR.ANIL TEMBE	24
8	MR.P.V.GADGIL	13
9	MR.J.A.BANGERA	29
10	MR.D.K.GRAMOPADHYE	1
11	MR.A.L.MURUDKAR	25
12	MR.K.MUKUNDAN	26
13	MR.SURESH KUMAR	35
14	MRS.A.M.PATIL	15
15	MR.G.N.SUDHAKAR	32
16	MRS.G.SUKUMAR	22
17	MR.V.V.NAYAK	27
18	MRS.NALINI RAUT	11
19	MR.A.R.RELE	23
20	MRS.PRAMILA.Y.DEKATE	3
21	MR.S.P.AMBEKAR	14
22	MRS.V.PANDSE	8
23	MR.ALEX D'SOUZA	16
24	MR.C.S.PATGAONKAR	31
25	MRS.SUDHA RAMESH	21
26	MR.K.JANARDHAN	6
27	MR.RAGU GANAPATHY	36
28	MR.AD WORLIKAR	12
29	MR.G.S.AMBRE	33
30	MR.S.D.AMBIKE	34
31	MRS.K.R.SAIGAL	17
32	MR.ARUN SHETTY	5
33	MR.C.P.R.NAIR	28
34	MR.V.G.JADHAV	20
35	MR.S.V.MUMBARKAR	4



बॉट-४		
210006	EL	280



THE POINT SUB RE		
EL	EL	REO
1925		



ANNEXURE D

LIST OF AMENITIES & FACILITIES

1. Building Design:

Frame structure (as per FSI building codes with durable concrete and seismic resistance).

2. Building Exterior:

Texture treatment with acrylic water resistant paint to two coats of sand face external plaster.

3. Internal Walls:

Plastic Paint to walls and wall care putty POP finish internal plaster.



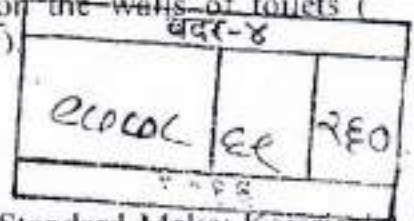
4. Toilet Walls:

Decorative ceramic tiles will be fixed on the walls of toilets (Standard Make: Kajaria / Johnson / Nitco).



5. Kitchen Walls:

Decorative ceramic tiles in the kitchen (Standard Make: Kajaria / Johnson / Nitco).



6. Kitchen Platform:

Granite Top, sides, moulding etc with stainless steel sink.

7. Flooring:

Vitrified tiles for flooring in living, kitchen, and bedroom. Anti-skid ceramic flooring in toilets. (Make: Asian, Euro, Johnson, Nitco).

8. Window Sills:

Polished marble / composite marble / granite jams for Living, Kitchen and Bedrooms.

9. **Windows :**

Anodized aluminum sliding windows with clear / tinted glass. The size of the selection of Aluminum will be heavy section type of "Jindal". The toilet blocks shall be provided with aluminum adjustable louvered windows with 5mm thick frosted glass louvers with marble jams as per other windows.

10. **Door Frames :**

Unless otherwise specified, all door frames will be of S.T.W.

a. Main Door: Teak-wood panel door solid core flush with frame. Door shutter will be with gloss veneer design from one side, while other side will be laminated. All fittings and fixtures shall be brass oxidized / hinges, one Godrej / Yale safety night latch, safety chain, peep hole, stopper, CP Brass Lock finished with polished frame and veneer portion.

b. Bed Room Doors: S.T.W. frame with solid core flush door with both side laminated of approved colour and design cover moulding, leading patti, etc. Lock with handle, brass oxidized hinges.

c. Toilet Doors: Bakelite board shutter both side finished of approved colour, shade, fixed in heavy section aluminum anodized frame, locking arrangements, handles, hinges of brass oxidized with marble jams.

11. **Plumbing**

The toilets will be provided with concealed GI Piping of 'C' class branded tested pipes, concealed testing fittings, approved make CP fittings, stop cock, flush valve, angle cock, pillar cock, one big cock with health faucet, heater cocks etc will be provided as per layout and junction of tiling. Wash basin will be provided. All wash basins will have stainless steel bottle traps. Each toilet will have one

wash basin. Storage type water heater of 4.5 KW of 6 litres capacity of branded make, will be provided in all toilets. PVC pipes will be used for drainage / rain water. Toilet fittings will be of branded make. Ceramic sanitary ware of branded make will be provided. Plumbing for washing machine & water filter will also be provided. Inspection chambers for drainage system will be provided with heavy duty RCC covers which can bear the regular traffic, as per approved drawing layout including Gull Traps / IC chamber PVC down take pipes rain water and vent pipes as per BMC requirements.

Plumbing CP Fittings:

SS Sink with waste water coupling – Nirali.

CP Sink Cock

CP Jali 5" Dia

PVC waterpipe

Angle Cock

Angular Stop Cock

Wall Mixer

CP Connector

Bottle Trap

O.H. Shower

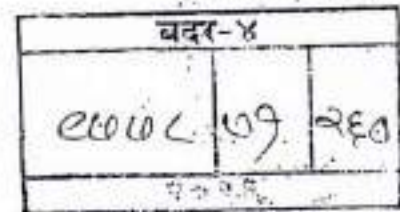
CP Waster Coupling

Flush Tank

Sanitary Ware:

Wall Mounted WC

Wash Basin



12. **Electric Work :**

Concealed electrification with PVC Copper Wiring (ISI mark) along with Anti-Shock MCB at distribution board in each flat.

Branded Modular switches.

a. Living Room / Dining:

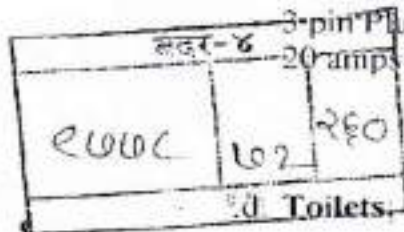
TV / Cable point as per layout.
Telephone sockets, Intercom point
Four light points.
1 Fan with Regulator.
20amps dp with switch and socket for AC

b. Kitchen:

2 light points
1 fan with regulator
Plug / Power points for Washing machine, fridge, aqua guard, oven, microwave, mixer, piped gas connection etc.
Exhaust fan.

c. Bedroom:

2 light points
1 Fan with regulator
Telephone socket
TV / Cable point
3-pin Plug point
20amps DP with switch and socket for AC



d. Toilets:

2 light points
16 amps switch and socket for water heater.
Exhaust fan
6 litre storage type water heater

e. Other points :

Door bell / buzzer
Point outside main door.
Point outside living room / bedroom.



f. CCTV facility with recording system for security purpose to cover common area, entrance lobby.

g. Generator backup / standby power supply for common area and lift.

13.

Staircase:

5'0" wide staircase will be finished in marble. Decorative railing with polished teak wood railing & SS hand railing to be provided.



14.

Terrace :

Terrace will be finished with designed China Mosaic, water proof treatments on light weight concrete / Brick Bed Coba. The terrace parapet wall top will have inside slope and will be covered with water proofing treatment to avoid seepage which will be guaranteed for 10 years.



General Works:

Entrance lobby and gate will be aesthetically designed. Fire fighting requirement will be provided as per statutory norms. Garden & Landscaping will be provided as feasible in planning. Society Office of 240sq. ft. will be constructed. Lacquered designer concrete pavers in compound area.

16.

Lift :

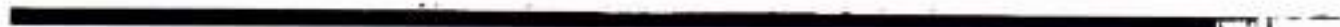
Schindler / Johnson / Otis make
Speed - 1 meter per second.

Telescopic sliding doors with advantage of wider opening. Automatic Evacuation System as a standard integrated system takes the passenger to the nearest floor in case of total power failure.

बदर-४		
2006	103	240
म. न. प. न.		

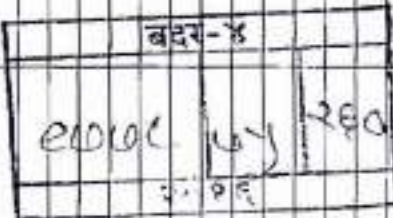


2000-10		
2000	108	240
2000		



ANNEXURE E

SR. NO	NAME OF THE OWNERS	SHARE CERTIFICATE NO.	FLAT NO.	OLD CARPET AREA	NEW CARPET AREA & CAR PARKING OFFERED FREE OF COST BY GALA INFRA
1ST FLOOR					
✓13	MRS. S. GOKHALE	2	103	527	597
✓17	MRS. UINIA NAZJUMDAK	7	101	744	814
✓33	MS. HILLA BHAGWAGAR	9	105	503	573
✓24	MARADE IRANI	10	104	527	597
✓35	M/R. N. MAHADEVAN	30	102	767	837
2ND FLOOR					
✓1	MRS. SHAKILA GOPINATH	19	204	767	837
✓6	MR. ANIL TEMBE	24	204	527	597
✓26	MR. P. V. GADGIL	13	201	744	814
✓30	M/R. J. A. BANGERA	19	205	503	573
3RD FLOOR					
✓4	MR. D. K. GRAMOPADHYE	1	304	527	597
✓5	MR. A. I. MURLIKAR	25	303	527	597
✓24	MR. K. MUKUNDAN	26	302	767	837
✓25	M/S. SURESH KUVNAR	35	301	744	814
✓31	MRS. A. M. PATIL	15	305	503	573
4TH FLOOR					
✓11	MR. G. N. SUDHAKAR	32	403	527	597
✓19	MRS. G. SUDHAKAR	22	405	503	573
✓22	MR. V. V. NAVAK	27	401	744	814
✓27	MRS. MALINI RAUT	11	404	527	597
✓32	M/R. B. RELE	23	402	767	837



1307

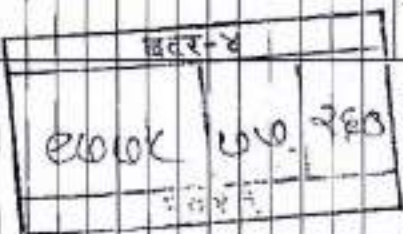


बल्लर-४		
२६०८	१०६	२६०
२०११		



ANNEXURE E

S.R.NO	NAME OF THE OWNERS	SHARE CERTIFICATE NO	FLAT NO	OLD CARPET AREA	NEW CARPET AREA & CAR PARKING OFFERED FREE OF COST BY GALA INFRA
5TH FLOOR					
12	MRS. PRAMILA Y. DEXATE	3	705	527	814
18	MRS. P. AMARAKAR	14	705	527	573
21	MRS. V. PRINDE	8	702	767	837
28	MR. ALEX D'SOUZA	16	703	527	597
6TH FLOOR					
1	MR. C. S. PATGAMONKAR	31	705	527	597
9	MRS. SUDHA RAMESH	21	704	527	597
20	MR. K. JAYWARDHAN	6	602	767	837
23	MR. RAGU GANAPATHY	36	601	744	814
27	MR. AD. WILUKAR	12	605	503	573
7TH FLOOR					
2	MR. G. S. AMBRE	33	705	503	573
5	MR. S. D. AMBRE	34	702	767	837
8	MRS. K. R. SAKAL	17	701	744	814
16	MR. ABUN SHETTY	5	704	527	597
35	MR. C. P. A. VAIR	28	703	527	597
8TH FLOOR					
10	MR. V. G. JADHAV	20	804	527	597
14	MR. S. V. MUMSAPKAR	4	803	527	597



9791

10651



Existing CR - 11744 + 9731
21476
New - 13075 + 10651
23926



बदर-४		
एच।ओ।सी	एच।ओ।सी	२५०



A wing.

SNEHAL TOWER C.H.S. LTD

SR. No	Name	Flat No	Old Area	New Area	Docs Recd
1	Prabhakar Patil	102	156	410	Agmt Dt:30/04/2004 - Kusum Construction / Release deed - No.3053 - 20/04/2013
2	Leo Deniz	103	210	230	Alternate Agmt 27/04/2007
3	Shilpa Suresh Parab	202	230	410	Agmt / Stamp duty Recpt No 8722 - 6/09/2007
4	Ludwin Sequeira	203		230	Agmt Dt:30/04/2004 - Kusum Construction
5	Anjali Javlug Sakarkar	302	315	416	Alternate Agmt 05/09/2006
6	Flora Robert Oliveira	303	150	230	Agmt Dt:30/04/2004 - Kusum Construction
7	Remizeo Deniz	602	360	416	Alternate Agmt 27/04/2007
8	Prabhu Desai		155	450	Alternate Agmt 05/09/2006
1	Nelson Dsilva	402		410	Agmt / Stamp duty Recpt No9609 - 21/12/2006
2	Wilson Dsilva	502		410	Agmt / Stamp duty Recpt No9608 - 21/12/2006
3	Ryan Dsouza	101		600	No. 10 389/2005
4	Francis Aneez	301		600	Agmt / Stamp duty Recpt No1409-24/1/2006
5	Virendra Chavan	603		230	Agmt / Stamp duty Recpt No1094-9/2/2012
6	Shayla Wilson	201		600	BDR-417225/2005 21/9/2005
7	Milind Surve	401		600	Agmt / Stamp duty Recpt No3713 - 16/04/2005

T (11)

T (11)

T

T

T

T

T

CS(5)

बंदर-४

2006 102 280



2020		
euuc	LO	250
5		