

Certified under the Bombay
Stamp Act, 1958
Office of the
Collector of stamps
ADJ No.: ADJ/1109901/1674/15/K/1058/16
Date:

GRN NO: MH00357644620167E
Deface No: 000214446020167
(Rs. 22,87,525/-) Dated 22/08/16

Received from M/S. DHANALAXMI ENTERPRISES BUILDERS
Residing at _____
Stamp duty of Rs. (22,87,525) Rupees
Vide challan No. GRAS Dated 19/8/16
Certified under Section 32 (1) (b) of the
Bombay Stamp Act, 1958 that the full duty
Of Rs. (22,87,525) Rupees Twenty
With Which this instrument is chargeable
Has been paid under Article No. 254(1)
Of Schedule
This Certificate is subject to the provisions
Of section 53-A of Bombay Stamp Act, 1958
Place Mumbai
Date 22/08/16

AND DEVELOPERS
Twenty Eight Lacs Eight
Five Hundred Twenty
Eight Lacs Eighty Seven Thousand
Five Hundred Twenty Five

करल - 3	
Seven Thousand	4
2096	

ADJ/1109901/120/K
pages 15

mv = RS. 55750500/-
Rs 2,00,00,000/- (Bank
Area: 702.3 Sq. Mtr. (Grazing area)

Stamp Duty of Rs. 22,87,525/- is adjusted
for SD applicable on Development Agreement - 2 ADJ/1109901/1674/15/K/1058/16
i.e. This amount is not refundable.
THIS DEVELOPMENT AGREEMENT is made and entered into

Mumbai this 23rd day of August
Two Thousand Fifteen (2015) BETWEEN SAMATA CO-OPERATIVE HOUSING SOCIETY LTD., a Society
registered under Maharashtra Co-operative Societies Act, 1960 and
having Registration No. MUM/MHADB/1547 (TTC)/120/2003-
2004 having address at Building No.86, Near Wankhede - 2,
Mumbai- 400 083, hereinafter referred to as "THE
SOCIETY" [which expression shall unless it be repugnant to the
context or meaning thereof mean and include its Office Bearers,
Managing Committee Members, members, heirs, successors, heirs,
administrators and persons in the line of succession] OF THE ONE PART

AND

M/S. DHANALAXMI ENTERPRISES BUILDERS & DEVELOPERS

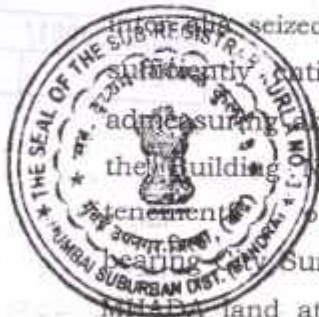
a Registered Partnership Firm, registered under Indian Partnership
Act, 1932, under ADJ Registered No. MU000004473, having
registered office at Shop No.3, Ground Floor, Prem Apartment,
DattaMandir Road, Sane Gauraji Nagar, Mulund (East), Mumbai -
400 081, hereinafter called "THE DEVELOPERS" [which
expression shall unless it be repugnant to the context or meaning
thereof mean and include the Partners for the time being
constituting the said Firm, their successors, heirs, executors,
administrators and assigns] of the OTHER PART

हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये
अप्रत्यक्ष निवमानव्ये निर्गमित केलेले आहे. परंतु उक्त
दस्त नोंदणीसाठी नोंदणी अधिनियम-१९०८ च्या अधिनियमातील
लघुवृत्ती नुसार नोंदणी अधिनियम दस्त नोंदणीची आवश्यकता
करतात."

करल - ३		
एल	६	१००
२०१६ WHEREAS:		

2

- (a) The Maharashtra Housing and Area Development Authority (MHADA), a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 was



seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring about 702.03 sq. meters or thereabouts with the building No. 86 standing thereon consisting of 32 tenements occupants situate at Hariyali Village and bearing Survey No 356 [pt] S.No.113[pt], being part of land at Kannamwar Nagar -2, Vikhroli, Village-Hariyali Tal-Kurla, Dist: Mumbai, within the Registration

करल - ३		
१४४८६	५९	३५६
२०१९		

District of Mumbai Suburban, (herein after referred to as the said Property) and more particularly described in the Schedule hereunder written.

- (b) **AND WHEREAS** MHADA in pursuance of Scheme introduced by Government constructed residential buildings No. 86 (hereinafter referred to as the said building) consisting of total 32 Tenements each admeasuring 20.22 Sq. Mts., i.e 218 Sq. Feet (Carpet)(hereinafter referred to as "the existing premises") under the Scheme for the Economically Weaker Section to be given on Hire Purchase basis, to the members of the public who shall apply and be selected under the scheme on land bearing CTS No. 356 [pt] S.No.113 [pt].



- (c) **AND WHEREAS** The tenements in the said buildings were allotted to individual allottees for Residential Accommodation on Hire Purchase Basis at Kannamwar Nagar -2, Vikhroli (East, Mumbai and subsequently all the individual allottees formed themselves into a Co-operative Housing Society and each member of the SOCIETY is holding tenement, the name of the member, area occupied and number of the tenement is annexed hereto and marked as **Annexure "A"**.

[Handwritten signature]

[Handwritten signature]

- (d) **AND WHEREAS** The allottee members and/or occupants of the said tenements formed themselves into a Registered Co-operative Housing Society i.e. the SOCIETY herein namely

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

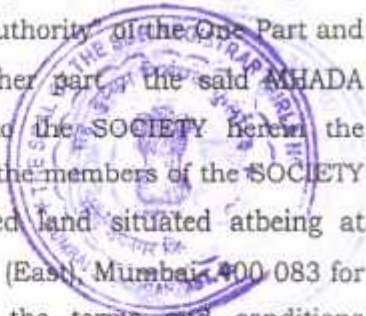
"KANNAMWAR NAGAR SAMATA CO-OPERATIVE HOUSING SOCIETY LTD. Hereto annexed and marked Annexure "B" is photocopy of Society Registration Certificate.

ADJ/1100501/ 120 /K
Pages ५१

- (e) **AND WHEREAS** By an Indenture of Lease dated 15th January, 2014, registered in the Office of the Jt. Sub-Registrar, Kurla-4 on 29/01/2014 under Sr. No. KRL-4/870/2014 and executed between Maharashtra Housing and Area Development Authority, therein called "the Authority" of the one part and the SOCIETY herein of the other part whereby, the said MHADA transferred unto the SOCIETY herein Leasehold rights in respect of and singular the land admeasuring about 702.03sq. mtrs. area lying under and appurtenant to Building No.86 bearing Survey No.113 (Part) and City Survey No. 356 (Part) situated at Kannamwar Nagar -2, Vikhroli (East), Mumbai-400 083 upon the terms and conditions mentioned therein.

- (f) **AND WHEREAS** By a Deed of Sale dated 15th January, 2014 registered in the Office of the Jt. Sub-Registrar, Kurla - 4 on 29/01/2014 under Sr. No. KRL-4/871/2014 executed between Maharashtra Housing and Area Development Authority, therein called "the Authority" of the one part and the SOCIETY herein of the other part, the said MHADA transferred and conveyed unto the SOCIETY herein the Building consisting the flats of the members of the SOCIETY standing on the above referred land situated at Kannamwar Nagar -2, Vikhroli (East), Mumbai-400 083 for the consideration and upon the terms and conditions mentioned in the said Deed.

- (g) **AND WHEREAS** The condition of the Building accommodating the present 32 members of the SOCIETY constructed on said land has deteriorated as the same is not maintained properly and the same is not in proper habitable condition. Therefore the members of the SOCIETY in the Special General Body Meeting of the SOCIETY held on



[Handwritten signatures and initials]

[Handwritten signatures and initials]

करल - ३		
६०८५	०१	१२/२०१३
२०१६	२०१३	

resolved to go for re-development of its property by demolishing existing building and by constructing new instead thereof by consuming permissible F.S.I.

- (h) **AND WHEREAS** The SOCIETY and its existing members being desirous of demolishing the said buildings and constructing in place and instead thereof a new multistoried building as per the Plan to be sanctioned by the concerned authority, invited Tenders / offers from various builders / developers for the proposed re-development and they received Tenders / offers from various Developers including the DEVELOPER herein who has given the Tender offering vide its Offer Letter dated 07/04/2014 for proposed redevelopment of the said property of the SOCIETY and after verification of all the Tenders / Offers received from various developers, the SOCIETY and its members shortlisted some Developers including DEVELOPERS herein for appointment as Developer for the proposed redevelopment of the said property.

- (i) **AND WHEREAS** The Society submitted Proposal to the Office of Dy. Registrar Co-operative Societies (MHADA) and requested them to appoint their representative to remain present in Meeting wherein the selection of the Developer will be done by the members of the SOCIETY.

- (ii) **AND WHEREAS** The office of Dy. Registrar Co-operative Societies (MHADA) by Letter dated 12/11/2014 appointed Mr. Chandrashekhar Dongarwar to remain present in Special General Body Meeting held on 30/11/2014. The Members were presented at the Special General Body Meeting of the Society held on 30/11/2014 in the presence of Representative of Dy. Registrar Co-operative Societies (MHADA) and unanimously selected the DEVELOPERS as per procedure herein as Developer for the proposed Redevelopment of the said Property and passed the Resolution for the said appointment of the DEVELOPERS herein and further resolved and authorized its Managing

[Signature]

[Signature]

[Signature]

[Signature]

करल - ३

Ecoy

२००८

Committee to take necessary steps and to execute time to time necessary papers and documents on behalf of the

SOCIETY in favour of the DEVELOPERS. Thereafter in the

same Meeting the SOCIETY appointed the following 320 /K.

Members of Managing Committee to monitor the activity of

the proposed Re-Development work and also to sign, execute

Development Agreement and Power of Attorney to be

executed in favor of DEVELOPERS herein in respect of the

proposed redevelopment of the society and to appear before

the concerned offices of Sub-Registrar of Assurances.

1) Shri. Dhondiba Deu Jadhav

2) Shri. Subhash Kashinath Redkar

3) Shri. Vijay Pandurang Musale

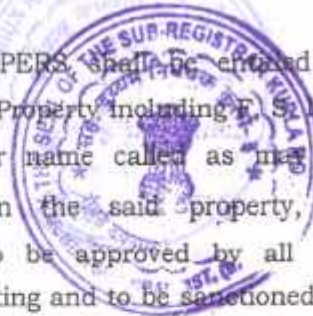
- Secretary

- Treasurer

- (k) **AND WHEREAS** The said Tender / Offer dated 07/04/2014 was submitted by the DEVELOPERS to the SOCIETY with clear knowledge and understanding that MHADA shall allow consumption of additional F.S.I. in respect of the said property for the proposed re-development and also that the tit-bit land/ plot area abutting the said property of the SOCIETY shall be available to the Developer on payment of price in respect thereof to MHADA.

- (l) **AND WHEREAS** The DEVELOPERS shall be entitled to utilize the entire F. S. I. of said Property including F. S. I. of Tit bit Land and by whatever name called as may be available for consumption on the said property, in accordance with the plans to be approved by all the Members of the SOCIETY in writing and to be sanctioned by the MHADA, Municipal Corporation and Other Competent Authorities for the building to be constructed in the said property.

It is expressly agreed by and between the parties herein that all the plans to be submitted to the MCGM/MHADA for approval shall be first submitted to the SOCIETY and only after written consent of the SOCIETY herein, the same shall be submitted for approval by the DEVELOPERS. Such



[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

करल - ३

६२०५

१० १०८

२०१६

6

approval shall be granted by the SOCIETY within a period of 15 days to the DEVELOPERS. In case if any changes/amendments are proposed or insisted by MCGM/MHADA or desired by the DEVELOPERS, same shall be first submitted for approval of the SOCIETY and only after written consent of the SOCIETY, such changes/amendments shall be implemented by the DEVELOPERS and if the SOCIETY fails to communicate its views within a period of 15 days from such intimation, Original Plans as well as changes/amendments proposed by the DEVELOPERS/MCGM shall be presumed to be accepted / approved by the SOCIETY.



It is also agreed by the DEVELOPERS that the DEVELOPERS will take all efforts to get the Plans approved in the manner that all existing members of the society shall be allotted with a Flat having frontage in the newly constructed building.

१४४०६	५५१३४
२०१९	

(m) **AND WHEREAS** The Members of the SOCIETY have given their approval for this Development Agreement and the Power of Attorney to be executed in favour of the DEVELOPERS herewith. Copies of the Resolutions appointing the DEVELOPERS for the proposed Re-Development, authorizing the Managing Committee to take necessary steps for the proposed re-development and also to sign and execute all the necessary deeds, documents etc. in that connection passed at the Special General Body Meeting of the SOCIETY held on 30/11/2014 and appointing Managing Committee to monitor all decisions relating to redevelopment of the building of the society are annexed hereto and marked as **Annexure "C"** and Copy of letter dated 12/12/2014 issued by Dy. Registrar, Co-operative Societies, (MHADA) confirming appointment of DEVELOPERS is annexed herewith and marked as **Annexure "D"** and copy of Society's Letter dated 20/12/2014 in confirmation of appointment is annexed herewith and marked as **Annexure "E"**.

[Signature]

[Signature]
Witness

[Signature]

[Signature]



EEDY	91	508
2098		

- (n) **AND WHEREAS** The SOCIETY has represented to the DEVELOPERS that to the best of its knowledge there is no outstanding claim, right, title and interest in and over the said property by any one till the execution of these presents and undertakes to indemnify the DEVELOPERS against any such claim which may arise any time in future subsequent to these presents. The DEVELOPERS are aware of the fact that there are some dues payable to MHADA/MCGM towards Water Charges and the same shall be borne and paid by the DEVELOPERS.

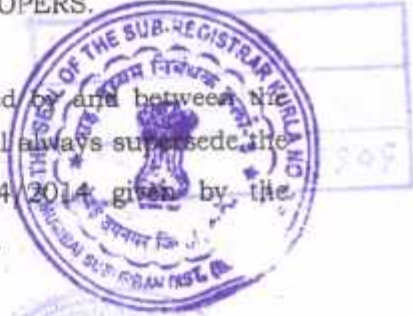
ADH1100901/	20	/K
Pages 5		



- (o) **AND WHEREAS** In these circumstances, the parties hereto have mutually settled the terms and conditions of the proposed Re-Development of the said property and are desirous of recording the same in writing by executing these presents in order to avoid any future disputes and cumbersome litigation between the members of the SOCIETY and the committee members of the SOCIETY inter-se and between the SOCIETY and the DEVELOPERS.

9888-1100901/	20	/K
2098		

AND WHEREAS It is expressly agreed by and between the parties herein that this Agreement will always supersede the Tender / Offer Letter dated 07/04/2014 given by the DEVELOPERS herein to the SOCIETY.



NOW THIS AGREEMENT WTNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO UNDER:

1. It is agreed by and between the parties hereto that what is described in recital paragraphs (a) to (p) above in the preamble shall form an integral part of this Agreement and shall always be treated as part and parcel of this Agreement.

In consideration of what is mentioned in Para No. 4 hereafter, the SOCIETY hereby grants unto and in favour of the DEVELOPERS sole and exclusive development rights in respect of the said property and entrusts the work of development to the DEVELOPERS and the DEVELOPERS

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

करल - ३	
दस्तावेज	१२ १० १९
२०१६	

hereby accept and acquire from the SOCIETY Exclusive Development Rights in respect of the all that piece and parcel of land admeasuring 702.03 sq. mtrs. area lying, being at Survey No.113 (Part) and City Survey No. 356 (Part) of Village- Hariyali with Building No. 86 standing thereon situated at Kannamwar Nagar No.2, Vikhroli (East), Mumbai- 400 083, which is more particularly described in the Schedule hereunder written with a right to demolish the existing building of the SOCIETY and reconstruct building/buildings on the said property free from all encumbrances, claims and demands by consuming and / or utilizing the entire F.S.I. (which shall be available as per MCGM Policy/MHADA Policy) and permissible T.D.R. under development Control Rules as per the plans and specifications to be approved and sanctioned by MCGM [Municipal Corporation for Greater Mumbai] and Other Competent Authorities for the members of the SOCIETY and

करल	१४४५
२०१३	

also for the free sale of the remaining Flats by the DEVELOPERS. The SOCIETY hereby permits and allows the DEVELOPERS to simultaneously construct building/wings consisting of flats of the members of the SOCIETY and also the building/wings consisting of various flats /shops/ offices / parking available for open sale to recover their investment that they have to make for the construction of flats/ parking to be given to the SOCIETY and of flats / shops / offices / parking for Free Sale as per norms of Municipal Corporation and Development Control Rules.. It is made clear that the entire cost of construction and re-development in respect of the aforesaid building/s and also all other expenses directly or indirectly related to the proposed re-development shall be borne and paid by the DEVELOPERS alone and the entire profit of development shall belong to the DEVELOPERS alone. The Society have no objection for construction of Residential Cum Commercial Building.

3. The DEVELOPERS shall pull down the existing building and will clear the site and construct a new building thereon at their costs. The Members, if interested, can collect fixtures,

[Signature]
3.
[Signature]
Municipal

[Signature]

[Signature]

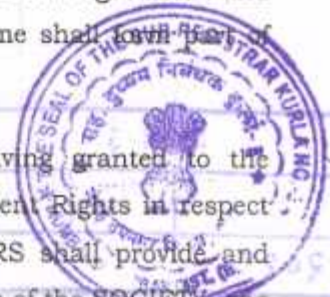
2095	73	900
------	----	-----

amenities, fixed furniture from the existing premises at their own costs and efforts within 30 days from the date of receipt of intimation from the DEVELOPERS about vacating their existing premises and on expiry of the said period, the

DEVELOPERS shall be at liberty to demolish the same and all the remaining material shall belong to the DEVELOPERS. The SOCIETY shall instruct its members to vacate their respective flats only after the Plans accommodating all the members of the SOCIETY are sanctioned and I.O.D. is issued by MCGM.

Before asking vacant possession of the Flats from the members of the SOCIETY, the DEVELOPERS shall submit Bank Guarantee of Rs.2,00,00,000/- (Rupees Two Crores Only) to the SOCIETY and the same shall be reduced as per the progress of the work and as may be agreed by and between the parties herein. Stages of reduction in the said Bank Guarantee have been attached to this Agreement and marked as **Annexure "F"** and the same shall form part of this Agreement.

In consideration of the SOCIETY having granted to the DEVELOPERS the Exclusive Development Rights in respect of the said property, the DEVELOPERS shall provide and allot to each of the existing 32 members of the SOCIETY, one self-contained flat admeasuring **430 Sq. ft. carpet area** absolutely free of cost consisting of One Bed Room + Hall + Kitchen + W.C. + Bathroom, to be allotted to each member as per the plans to be approved by the SOCIETY and to be sanctioned by MHADA, M.C.G.M. and other authorities with the amenities to be provided in the said flats and the building/wing in which the said flats are situated. The list of the Amenities & Technical Specifications agreed to be provided by the DEVELOPERS are annexed hereto and marked as **Annexure-"G"**. It is also expressly agreed that the proposed building shall consist of one or more wings as per plans to be sanctioned by the Municipal Corporation of Greater Mumbai with required number of lift/s with



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

करल - 3
E009
2096

generator back up as per the norms of Municipal Corporation of Greater Mumbai.

The SOCIETY for itself and on behalf of its members do hereby agree, undertake, declares and covenant with the DEVELOPERS that:-

- (a) That it is seized, possessed of and / or otherwise well and sufficiently entitled to the property more particularly mentioned in the Schedule hereunder written consisting of 32 Tenements occupied by it's members, the list whereof is annexed hereto and marked as **Annexure "A"**. Except the said members there are no other members having any interest in the said property or any part thereof or otherwise.

That the title of the said property is clear and marketable and free from all and any encumbrances. Neither SOCIETY nor its members have created encumbrances of any nature whatsoever including by way of mortgage, charge, lien, exchange, lease, sub-lease, license or tenancy in respect of the said property or any part thereof in favour of any third party. The DEVELOPERS have verified the title of the Society to the said property and only after satisfying itself about the same are entering into this Agreement.

- (c) That there are no proceedings, litigations, notices, writ of summons, orders, decrees, etc. pending in any Court of law of any jurisdiction against the SOCIETY or the SOCIETY and it's members inter-se which may adversely affect the rights of development of the said property hereby granted to the DEVELOPERS nor there are any orders of attachment either before or after Judgment on the said property.

- (d) That the SOCIETY has paid and discharged all its outgoing dues, charges, cesses, levies, taxes, Revenues, Penalties, etc. of any authorities in respect of the said property till the date of execution of this agreement and that there are no arrears nor any demand notices from any concerned authorities or private parties for recovering any dues from the SOCIETY or

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

६००५ ७५ ७०

२०१६

for any other matters connected with the said property.

There is some dispute about Water Charges payable to

MHADA and SOCIETY is at present not paying additional

amount as demanded by MHADA. In case demand is

raised by MHADA during the course of re-development, the

DEVELOPERS shall pay the same. The DEVELOPERS are

entitled for entire Refund under various heads in respect

Payment made to MHADA / BMC and any other Authority.

The SOCIETY further agrees to pay its liabilities towards

Taxes, Charges and other payments to

Government / local authorities / Municipal corporation

handing over vacant and peaceful possession of Building to

the DEVELOPERS for Redevelopment.

ADJ/1100901/ 170 /K
Pages ५५



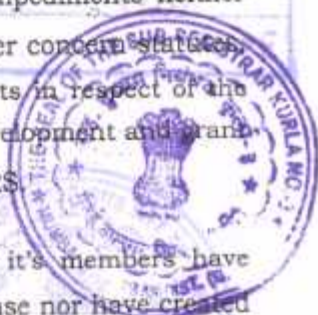
करल-३

- (e) That there are no other outstanding encumbrances, notices for acquisitions, and / or requisitions, or outstanding interest or claim of whatever nature by any one in respect of the said property nor there are other impediments neither under its existing bye-laws or under other concerned statutes, notifications, etc. with regard to its rights in respect of the said property as also to carry out the development and grant of development rights to the DEVELOPERS.

- (f) That neither the SOCIETY nor any of its members have granted any right of way, easement, license nor have created any right of any nature whatsoever in favour of anyone into, over or in respect of the said property.

- (g) That its members have neither entered into any Agreement or Agreements or contracted to create any right, title or interest in favour of any one, nor the SOCIETY has done or committed to do any acts, deeds, things, by which title or interest in respect of the said property can be adversely affected and / or seriously prejudiced.

- (h) That, the SOCIETY and the members have full right and absolute authority and are entitled to grant development rights as above unto and in favour of the DEVELOPERS.



[Signature]

[Signature]

[Signature]

[Signature]

२००५	१२१०४
२०१६ ⁽¹⁾	

That the SOCIETY or its members have not borrowed or taken any loan/ finance from any financial institution, banks, bankers or otherwise or have not offered or given the said property or any part thereof to any one by way of any Security against the same. It is agreed by the Society that, in case of such encumbrance on the flat, the respective shall obtain necessary NOC from bank/financial



that neither the said property nor any part or portion thereof is the subject matter of any decree or order or attachment after judgment of any court of law and/or any authority or authorities including under the provisions of the Income Tax Act and there are no proceedings pending in any court of law wherein the said property is the subject matter.

१४४०८	६९३४०
२०	

(k) No notice to the knowledge of the SOCIETY under the Bombay Municipal Corporation Act, The Epidemics Disease Act, The Land Acquisition Act, the Maharashtra Slum Areas (Improvements and Redevelopment) Act, 1971 or the Town Planning Act, has been issued or received or served upon it in respect of the said property nor the said property or part thereof falls within the regular line of street or within set-back line. The DEVELOPERS have verified about the Road Line abutting the said plot of the SOCIETY and has also obtained D.P. Remarks from MCGM and has satisfied itself that there is no Set back proposed in the existing as well as New Development Plan published by MCGM recently.

- (l) The SOCIETY shall not do or execute or cause to be done or executed any act, deed, matter or thing which is contrary to any of the terms, conditions, covenants and undertakings contained in this Agreement.

6. The DEVELOPERS shall be entitled to negotiate, acquire and purchase at it's cost the benefit of TDR/ builders area by whatever names called in the form of D.R.C. in whatever forms either of garden, D. P. Road, Play Ground, slums or

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



E004 96 908

2098

otherwise from MCGM/MHADA and/or any other authorities or from the open market from the intending

sellers/transferrors either or from time to time as may be permissible by the concerned Authority to the extent of its

fullest consumption and enter into Agreement or

arrangements on such terms and conditions and for such consideration as the DEVELOPERS may desire.

Agreement shall be entered either in the name of SOCIETY or in the name of DEVELOPERS with the

prospective Transferrors of TDR as the circumstances may allow and as may be permitted, but the benefits thereof shall

belong to the DEVELOPERS. The DEVELOPERS shall bear

and pay the Stamp Duty and Registration Charges payable

in respect of deeds to be executed for acquiring the said

TDR/DCR etc.

It is expressly agreed and recorded that this Agreement is executed by and between the parties herein with clear

understanding that the DEVELOPERS shall be entitled to utilize the F.S.I./T.D.R. of the said Property and F.S.I. of the

Bit Land to the extent of 3.00 of the plot area. The Bit Area to be allotted to the SOCIETY. It is expressly agreed between

the parties that, if any FSI over and above 3 is made available in future on said Property then profits share thereof

will be shared between SOCIETY and DEVELOPERS as per mutual agreement and expenses for availing / consuming

said F.S.I. will be incurred by the DEVELOPERS and all such expenses will be deducted while calculating Profit.

Any further FSI by whatever name called shall belong to the SOCIETY and the same shall be consumed by the

DEVELOPERS upon the terms as may be mutually agreed by and between the parties herein. Provided FSI considered for

staircase, Lift Lobby, Passages etc. which is at present granted free by paying premiums to MCGM shall not be

considered for calculating the said Built-up Area/F.S.I.

ADJ/1100901

Pages 57

Agreement or

SOCIETY

DEVELOPERS

TDR

allow

benefits

DEVELOPERS

Stamp Duty

Registration Charges

acquiring

TDR/DCR

It is expressly

executed by

understanding

DEVELOPERS

utilize the

F.S.I./T.D.R.

Bit Land

the extent of

3.00 of the

plot area

The Bit Area

to be allotted

to the SOCIETY

It is expressly

agreed between

the parties

that, if any

FSI over and

above 3 is

made available

in future on

said Property

then profits

share thereof

will be shared

between SOCIETY

and DEVELOPERS

as per mutual

agreement and

expenses for

availing / consuming

६००५ ७८०४
२०१६ ७.

It is expressly agreed by and between the parties hereto that the DEVELOPERS shall be entitled to amalgamate the said Plot with any adjoining plot for joint development and SOCIETY herein give their express consent for the same and also agree not to demand any compensation for such amalgamation from the DEVELOPERS herein.



The SOCIETY shall sign and execute and authorizes the DEVELOPERS to sign and execute all necessary forms, applications, writing confirmations along with modifications, amendments in the plan, scheme, specifications, etc. to be submitted to the concerned Authority including M.C.G.M. and all other authorities so as to obtain amendments, modification, etc. in the sanction of plan and for the purpose of obtaining further permissions, orders, approvals, sanctions, etc. so as to use, utilize, consume and exploit such benefits of T.D.R. and Fungible F.S.I for further and additional development of the said property. In any case for any change and or amendment in the plans of the wing/building in which flats of the Members of the SOCIETY herein are situated, prior written consent of the SOCIETY shall be mandatory. The DEVELOPERS shall inform to the SOCIETY about such changes / amendments and if the SOCIETY fails to communicate its views within a period of 15 days from such intimation, such changes / amendments shall be presumed to be accepted / approved by the SOCIETY. It is also agreed by the DEVELOPERS that the DEVELOPERS will take all efforts to get the Plans approved in the manner that all existing members of the society shall be allotted with a Flat having frontage in the newly constructed building.

१४४५८

२०१७

9. It is expressly agreed and understood that the SOCIETY shall not be entitled to claim or demand any extra or additional consideration or cost except what is provided herein from the DEVELOPERS for use of benefits of TDR/FSI buildable area on the entire plot including tit-bit land for the aforesaid to the extent of 3.00 F.S.I. The SOCIETY shall also

[Signature]
Vomical

[Signature]

[Signature]

be not liable for payment of any amounts towards the purchase of the benefit of T.D.R. by the DEVELOPERS.

10. If for any reason the T.D.R. being purchased or accounted by the DEVELOPERS cannot be utilized for development in full or part in the said property, the DEVELOPERS shall be entitled to transfer the same to the extent not so utilized in the said property in favour of any person or persons and enter into such Agreement or arrangement on such terms and conditions and for such consideration as they may desire for the said transfer. They shall be entitled to appropriate sale proceed thereof to themselves.

11. After execution of this Development Agreement, the DEVELOPERS shall apply to the concerned MHADA authorities to obtain their No Objection Certificate for proposed redevelopment of the SOCIETY'S property and shall obtain such No Objection Certificate from MHADA within a period of One Year from the date of execution of this Development Agreement. After obtaining No Objection Certificate from MHADA the DEVELOPERS shall obtain Intimation of Disapproval (I.O.D.) and Sanctioned Plans from the Municipal Corporation Greater Mumbai within a period of One year from the date of receipt of the N.O.C. from MHADA. On receipt of the I.O.D. and sanctioned plan from MUNICIPAL CORPORATION OF GREATER MUMBAI, the DEVELOPERS and the SOCIETY shall jointly issue allotment letter to the members. Only after obtaining full commencement certificate from MCGM, the DEVELOPERS shall execute and register agreements for allotment of flats with the members of the SOCIETY.

On receipt of Notice from the DEVELOPERS to vacate the Flat with copy of Sanctioned Plan and I. O. D., the SOCIETY shall ask the members to vacate the Flats within 60 days and put the DEVELOPERS in the actual vacant possession of the said property for carrying out the work of development

[Signature]
V. D. Vimal

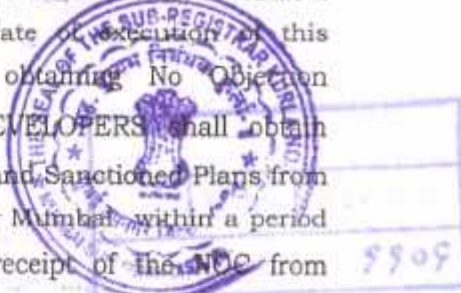
[Signature]
[Signature]

करल - ३	
६०५	२०९८
२०९६	

ADJ/11009114	120 /K
Page 5 of 5	



94800	EX-370
-------	--------



११०९

करल as per this	Agreement. The SOCIETY shall be deemed to
2009	have granted the DEVELOPERS, license to enter upon and
2096	remain on the said property as Licensee till the development

on the said property is fully and effectually carried out. Upon the license being granted the DEVELOPERS shall be entitled to enter upon the said property to do and perform various acts, deeds, things and matters including retention of any portion of the structure, etc. or demolish the existing building and to do various acts, deeds, things and matters for constructing and completing the development in the said property and to do all ancillary acts thereto.



The DEVELOPERS within a period of 6 months from the date of issue of I.O.D. by MCGM and also subject to the SOCIETY handing over possession of the property, shall obtain Commencement Certificate from the Municipal Corporation of Greater Mumbai and shall complete the entire development of the SOCIETY'S Property within 30 months from the date of issue of Commencement Certificate from the Municipal Corporation of Greater Mumbai, including obtaining Completion/Occupation Certificate from the Municipal Corporation of Greater Mumbai, time being the essence. If because of any reasons beyond the control of the DEVELOPERS, if Period for doing specific work as mentioned

9880e	2015
2012	

herein above is to be extended then in such case, the SOCIETY, if satisfied with the reasons causing the said delay, will grant such extension to the DEVELOPERS and Said period of completion of the project shall be extended if required by mutual consent and which shall not be unnecessarily withheld by the SOCIETY.

It is expressly agreed between the parties that, Time Period mentioned in this Clause is subject to FORCE MAJURE such as war, civil commotion, strikes, or Act of God or any Notice, Order, Rules, Notifications, Policy issued by the Government, MHADA or other public Judicial or Competent Authority in respect of the said development or Non-availability of water, electric supply, cement, steel, and / or

De la
W. M. M. M.

De la

De la

any other construction materials used for the development of the said property or time spent in litigation

करल - ३	
६०५	२९००
२०१६	

Thus the entire development shall be completed by the DEVELOPERS within a period of 48 months from the date of execution of this Agreement, time being the essence

In the event of delay on the part of the DEVELOPER to complete the entire redevelopment of the SOCIETY'S Property, within the time limit as specified hereabove, the DEVELOPERS shall pay Rs.25,000/- per month as penalty to the Society till the DEVELOPERS construct the Building for possession by members of their new flats in the newly constructed building of the SOCIETY by obtaining the Completion/Occupation Certificate from the Municipal Corporation of Greater Mumbai.



१४४०६६३०
२०१३

12. On execution and registration of this Development Agreement, the DEVELOPERS shall be entitled to put up the Notice/Sign Board on the said property indicating the particulars of the proposed Re-Development Scheme.

13. The SOCIETY shall execute General Power of Attorney in favour of the DEVELOPERS for the purpose of carrying out and completing the said development and for signing and/or executing all the papers, Applications, declarations, undertakings, indemnities, covenants, forms Documents, etc. for concerned Authorities in connection with the overall development of the said property to be submitted or obtained by the DEVELOPERS on behalf of the SOCIETY to all the concerned Competent obtaining necessary sanctions certificates, N.O.C., Completion/Occupation Certificates etc. from the various Authorities for the development of the property.

14. The DEVELOPERS after getting prior written approval of the SOCIETY for the plans prepared by the DEVELOPERS or their Architects shall submit the same for approval to the

[Handwritten signatures and stamps]

[Handwritten signature]

[Handwritten signature]

[Handwritten mark]

करल - ३	
६००५	२०१६

Corporation for Greater Mumbai for the Development of the said property as mentioned hereinabove and shall obtain No Objection Certificate from MHADA and approval of the plans along with I. O. D. for the proposed re-development within as period as stated in Clause No.11 herein above and all the costs, charges and expenses for the necessary permissions and / or sanctions of the said plans shall be borne and paid by the DEVELOPERS alone.



The DEVELOPER and the SOCIETY are aware of the fact that the layout for the area wherein the said property of the SOCIETY is situated has not been sanctioned yet by the Town Planning Authority and the DEVELOPERS shall apply to the concerned MHADA authorities for obtaining No Objection Certificate for proposed re-development.

१४४५६	
२०१७	२०१८

16. It is clearly agreed and understood by and between the SOCIETY and the DEVELOPERS herein that the allotment of flats in the new building to be constructed shall be mutually done by and between the members inter-se and by the SOCIETY in such manner and mode as they among themselves deem fit and proper and the DEVELOPERS shall not under any circumstances be liable and responsible and/or concerned with allotment or re-allotment nor shall be obliged to put any particular member in possession of the particular flat unless so intimated by the SOCIETY in writing to the DEVELOPERS.

17. It is agreed by and between the parties hereto that in case the plans approved by the SOCIETY for proposed building are not sanctioned by the concerned authorities and some changes are suggested and/or the revised plans are required to be submitted in that event the DEVELOPERS shall bring the same to the notice of the Society in writing prior to implementing the same. The SOCIETY shall have every right to get it verified from the concerned authorities. Only after clearance in writing is given by the SOCIETY, the DEVELOPERS shall be entitled to submit revised plans and



Handwritten signatures and initials in the bottom left corner.

Handwritten signature in the bottom center.

Handwritten signature in the bottom right.

E04	P308
2086	

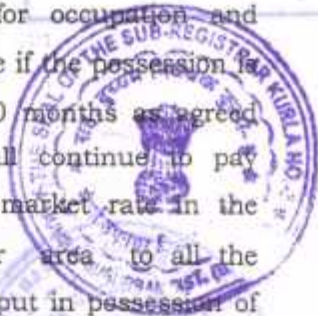
thereafter the SOCIETY shall not object for the same. If no clearance in writing is given by the SOCIETY within a period of 15 days from the date of receipt of such intimation in writing from the DEVELOPERS, the DEVELOPERS shall be entitled to submit the revised plans as if same have been accepted and approved by the SOCIETY and the SOCIETY shall not object for the same.

10901	1K
Pages 63	



18. The DEVELOPERS shall pay Rs.8,000/- (Rupees Eight Thousand Only) for the period of initial 24 months and from 25th Month onwards till possession of Redeveloped Building, the DEVELOPERS shall pay Rs.9,000/- (Rupees Nine Thousand Only) or then prevailing market rate whichever is high shall be paid in advance to each of the members of the SOCIETY. The amount of said rent shall be payable from the date when all the members vacate and handover possession of the building to the DEVELOPERS till Developer inform the Members that, Flats in Redeveloped Building are ready for occupation and possession. It is also agreed that in case if the possession is not handed over within a period of 30 months as agreed herein before, the DEVELOPERS shall continue to pay monthly rent as per then prevailing market rate in the vicinity of Vikhroli, Kannamwar Nagar area to all the members of the SOCIETY till they are put in possession of their respective flats. The DEVELOPERS have also agreed to pay to each of the member Rs.7,000/- [Rupees Seven Thousand Only] in lump sum for his/ her shifting and / or transporting his/her household articles elsewhere along with the Notice of 30 days to vacate and shift on each shifting including shifting to Flat in the newly constructed building.

9885	8/50
------	------



19. The DEVELOPERS shall alone get the land surveyed and ascertain the exact area of the said property. On the completion of the survey the DEVELOPERS may initiate erection of workable fencing or boundary surrounding the said property. If at the time of erection of such fencing or boundary if any objections or obstructions are received with

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature] *[Handwritten signature]*

२०९६

regard to the Title of the said property by the DEVELOPERS, the DEVELOPERS shall bring the same to the notice of the SOCIETY forthwith and the SOCIETY shall co-operate with the DEVELOPERS to remove the same.

20. The DEVELOPERS shall be entitled to make sign and submit necessary applications, statements, from either directly or through their Architect to the Concern Authorities, Executive Engineers of the Authorities, D.I.L.R. City Survey Authorities, Talathi, Tehsildar, etc, so as to apply for and obtain various permissions orders approvals sanction from the D.I.L.R. and other record as may be required for effectual development of the said property, however all costs, charges and expenses shall be borne by the DEVELOPERS.

२०९६

21. The SOCIETY shall render all it's assistance, Co-operation, and sign and execute or cause to be signed and executed all the papers and applications, Documents, Plans and other writings as may be necessary or required to enable the DEVELOPERS to obtain approval from the Municipal Corporation of Greater Mumbai and other Concerned Authorities for the development of the said property and the SOCIETY has no objection to the prospective new Purchasers obtaining loan/ financial assistance from the Banks, Person or Financial Institution for purchasing any Flat /Shops/ Offices / Still Parking in the newly constructed building from the DEVELOPERS. It is agreed that this no objection is a deemed N.O.C. to the purchasers of the said premises in newly constructed building for obtaining loan/financial assistance from any bank/s person/s or financial institution/s and the same shall operate as such. The DEVELOPERS shall indemnify and keep indemnified and harmless the SOCIETY and its members and their property from any loss or damage or any consequence, which may occur by virtue of their signing the said papers/application etc.

[Handwritten signature]
V. Misal

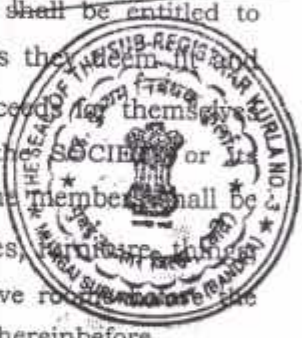
[Handwritten signature]

[Handwritten signature]

E004	24	008
2098		

22. It is agreed that all costs, charges and expenses in relation to the demolition of the existing building on the said property shall be borne and paid by the DEVELOPERS alone. The debris and remaining material will belong to the DEVELOPERS and the DEVELOPERS shall be entitled to dispose of the same in any manner as they deem fit and proper and to appropriate the sale proceeds for themselves without in any way accountable to the SOCIETY or members. However it is clarified that the members shall be entitled to remove their personal articles, belongings, etc. from the their respective rooms before the demolition of the building as mentioned hereinbefore.

ADJ/11009017
Pages 85 to 86 /K



23. The DEVELOPERS shall at their own costs make necessary arrangement for the construction of the new building on the said property in accordance with plans and specifications which may be approved by the Competent Authorities.

98/120370

24. The DEVELOPERS shall also make their own arrangement of water, Electricity and other necessary supplies and services and other things, till the completion of the entire development work entrusted to them and pay the charges thereof. The DEVELOPERS agree and undertake to use standard construction materials i.e. Steel, Cement and Bricks, etc. and shall supervise the construction work personally at regular intervals. The DEVELOPERS shall also provide to the SOCIETY copies of all the sanctioned plans and permissions for the proposed development work for their own record.

25. The DEVELOPERS shall be entitled to borrow or raise funds from Banks/ financial institutions and/or other persons for the purpose of development of the said property. It is clarified, that no mortgage or charge be created upon the flats allotted to the members of the SOCIETY. However: DEVELOPERS have right to create mortgage or charge on the saleable flats. It is, however, clarified that the SOCIETY shall not in any manner be liable or responsible to repay any



Dr. M. V. Vaidya
Dr. M. V. Vaidya
Dr. M. V. Vaidya

Dr. M. V. Vaidya
Dr. M. V. Vaidya

करल - 3
 2096

amounts borrowed or raised by the DEVELOPERS or any part thereof nor such charge created by the DEVELOPERS shall in any way effect the right of the SOCIETY and/or the premises to be allotted to the existing members of the SOCIETY.

26. The DEVELOPERS shall be entitled to allot, sell, deal with and dispose of all premises in the buildings to be constructed by them on the said property [save and except 32 tenements to be provided to the SOCIETY'S existing members free of cost] to the prospective purchasers at their pleasure and for that purpose the DEVELOPERS shall be entitled to enter into Agreement for Sale of Flats / Shops / Stilt Parking with various intending / prospective purchaser on what is known as Ownership basis on such terms and conditions and at such price as the DEVELOPERS deem fit and proper and to appropriate the proceeds thereof as belonging to the DEVELOPERS. It is specifically agreed that parking/Stilt parking shall not be allotted to the persons not having any flat in the said property.



करल-3
 2099

27. It is agreed that the DEVELOPERS shall carry out the work of development in their own name and shall not cause to be done any deed matter or thing whereby the SOCIETY is put to loss. The Agreement which the DEVELOPERS may enter into with prospective purchasers for the sale of Flats/Stilt Parking shall be entered into in the name of the DEVELOPERS on principal basis and not as Agent of the SOCIETY.

28. It is agreed that the SOCIETY shall on notice by the DEVELOPERS accept and admit new members as the prospective purchasers of the new Flats / Shops / Offices Stilt Parking, etc. constructed on the said property on payment of Admission Fee and Share Money etc. and shall make them full-fledged members without any objection or demanding additional amount or dispute and shall promptly issue Share Certificates.

[Handwritten signature]
 W. Misal

[Handwritten signature]

[Handwritten signature]



२००५ २६/१०

३०९६

29. The DEVELOPERS shall in the course of execution and completion of the said buildings do all lawful acts and things required by and perform the acts in conformity in all respects with the provisions of the statutes applicable thereto and with the Bye-laws and Development Control Regulations of the Municipal Corporation, Development Control Rules and Regulations of other public authority or authorities which have jurisdiction to regulate the same and shall throughout save harmless and keep the said SOCIETY and corporation indemnified from and against all claims, fees, charges, fines and other whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharges and pay as from the date of possession all claims, easements, outgoing, rents, municipal taxes and other dues imposition and burdens at any time hereafter chargeable against the SOCIETY or Occupiers in respect of new tenements proposed to be occupied and enjoyed by the new members of the statutes or otherwise relating to the said land and building or any building thereon and when they shall become due and / or payable and shall keep the said SOCIETY indemnified from and against the payment thereof. The DEVELOPERS shall ensure that they/their contractors take necessary Insurance policy for the labours that may be brought by them for carrying out construction in accordance with Regulation of Municipal Corporation. It is further agreed between the parties hereto that if any claim or demand is made against the SOCIETY, the DEVELOPERS shall indemnity and keep the SOCIETY indemnified against such claim or demand.

30. It is agreed and understood that to demolish the existing building and carry out the development of the property by constructing new building on the said plot, the SOCIETY will






करल - ३		
२००५	२६	२००७
२०१६		

cause its members to remove themselves along with their family members and belongings and vacate their respective premises on intimation by the DEVELOPERS after receiving sanctioned plan and I.O.D. (Intimation of Disapproval) within 60 days prior notice in writing before scheduled demolition to the SOCIETY as to hand over the same to the DEVELOPERS for demolition of the building and for its redevelopment.

31. The SOCIETY and it's members shall not obstruct the development work to be carried out by the DEVELOPERS and shall not do any act, matter or thing whereby the DEVELOPERS will be prevented from carrying out the development work as envisaged under this Agreement otherwise time stipulated in Clause 11 shall get automatically extended. It is also further agreed by the SOCIETY that in case if any legal proceedings is initiated by any member of the SOCIETY, it shall be at the cost and consequences of the SOCIETY.

१००००	१००	२०००
-------	-----	------

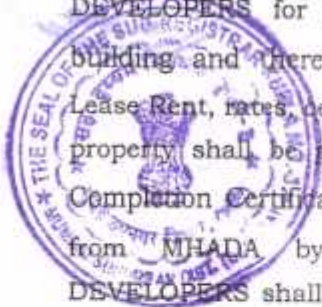
32. The SOCIETY and it's members shall pay proportionate rates, taxes and rent only in respect of the said property payable to all the Concerned Authorities till the date handing over the possession of the said property to the DEVELOPERS for the purpose of demolishing the said building and thereafter all taxes, electrical charges and Lease Rent, rates, cesses, LUC Charges in respect of the said property shall be paid by the DEVELOPERS till Building Completion Certificate / Occupation Certificate is obtained from MHADA by the DEVELOPERS. Provided the DEVELOPERS shall be liable to bear and pay the same for the incomplete wing/construction till the completion of the same. Arrears of Water Charges are to be paid by the DEVELOPERS.

33. The DEVELOPERS shall intimate the SOCIETY in writing about the completion of the new building after Completion Certificate / Occupation Certificate is obtained from

[Signature]
[Signature]
[Signature]

[Signature]

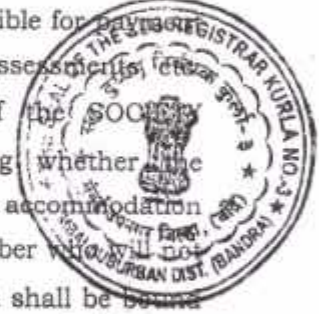
[Signature]



6004	2008
2008	

MCGM/MHADA and for taking possession of the building and the SOCIETY in turn will intimate to its members to take possession of their respective flats in the new building within a period of 30 [Thirty] days of such intimation and after the expiry of the said 30 [Thirty] days, the DEVELOPERS shall not be liable or responsible for payment of rent/compensation / license fee, taxes, assessments, etc. and other expenses to any members of the SOCIETY irrespective of facts and notwithstanding whether the member has vacated his temporary alternate accommodation and / or suitable other premises. The member who does not shift in new flats in spite of such intimation shall be bound and liable to bear pay and discharge their respective shares in all the B.M.C. outgoings, taxes, maintenance charges, etc. as may be payable in respect of the said new flats to the SOCIETY.

2008	120	1K
Pages		



2008	0050
2008	

Provided the DEVELOPERS shall before handing over of flats to respective members, submit to the SOCIETY No Dues Certificates issued by all the concerned Departments of MCGM & MHADA.



The DEVELOPERS shall be responsible for obtaining Completion Certificate/Occupation Certificate from MCGM/MHADA on the completion of the project and shall comply with all the terms and conditions of the Intimation of Disapproval, Commencement Certificate for the purpose of carrying out the development work up to the stage of obtaining the Completion Certificate / Occupation Certificate from MCGM/MHADA and shall indemnify the SOCIETY and the members against all actions, claims, demand costs and charges and expenses which the SOCIETY and it's members may suffer or be subjected to, by reason of the DEVELOPERS not complying their part of the obligation of carrying out the work of DEVELOPERS as herein contained.

35. The SOCIETY and it's members shall point out the defects in the newly constructed building for the members in writing

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature] *[Handwritten signature]*

करल - 3
 Fee 30000
 2096

within one year of **Completion Certificate / Occupation**

Certificate is obtained from MHADA/BMC and the DEVELOPERS shall rectify such defects within a period of two months of such intimation provide that if there is a dispute between the Members and the DEVELOPERS as to the existence or otherwise of the defects intimated, the decision of the Architect of the SOCIETY shall be final and binding upon such member and the DEVELOPERS. The DEVELOPERS have agreed to provide for waterproofing of a terrace to avoid problem of leakage and warranty for such waterproofing shall be submitted for a period of 10 years from the date of the construction of the new building of the Society based on the warranty given by the contractor of the DEVELOPERS herein provided all members of the SOCIETY use the same in careful manner.



गर्वे 10/3/20
 2093

SOCIETY declares that the existing area of the plot is of 702.03 Sq. meters and the DEVELOPERS may acquire tit bit areas surrounding to the structures and/or purchase additional F.S.I./TDR over and above the available F.S.I. of the said property and the DEVELOPERS will be entitled to consume and sell full available F.S.I. of said Property and that of Tit Bit land after offering 32 [Thirty Two] tenements to the existing members of the SOCIETY. Provided the DEVELOPERS shall not exceed the construction beyond total built-up area which will be 3 times more than the area of the plot and tit-bit areas.



Any refundable deposit which the DEVELOPERS shall have to pay to Municipal Corporation for Greater Mumbai or any other concerned Authorities in relation to the development of the said property whether in the name of the DEVELOPERS or in the name of the SOCIETY, the DEVELOPERS alone subject to what is stated and agreed in Clause No. 5(d) herein above, shall be entitled to get the refund of such deposit directly from the Concerned Authorities and in order to obtain the same, the SOCIETY/member shall be under an obligation to sign and execute all the necessary papers,

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



Documents, writings, applications as may be required by the DEVELOPERS and in the event any such deposit is refunded directly to the SOCIETY by such authorities, the SOCIETY shall reimburse the same as actual to the DEVELOPERS without any delay.

38. The DEVELOPERS shall also take necessary Labour Insurance Policy in respect the developmental work during the work of construction and the premium thereof shall be paid by the DEVELOPERS alone.
39. It is specifically agreed and clarified by and between the parties hereto that neither of the members of the SOCIETY whose names are set out in the Annexure "A" hereunder written nor new intending purchasers shall be entitled to and / or carry out any internal changes in the respective premises that would be allotted by the SOCIETY to their members in contravention and or contrary to the plans sanctioned by Municipal Corporation of Greater Mumbai till the grant of building Completion Certificate, the intent being that neither of the members of the SOCIETY herein nor new intending purchasers shall make any unauthorized changes in the respective premises which would delay the grant of building completion certificate. Developer will not be responsible for delay of getting Completion Certificate / Occupation Certificate because of such illegal changes and will get automatic discharge in respect of any terms and conditions of this Agreement for non-obtaining Completion Certificate / Occupation Certificate.
40. It is expressly clarified, agreed that the DEVELOPERS shall have full right, absolute authority, and unfettered discretion to use/sell pocket/Terrace attached to the Flats in the said building to be constructed on the said Land to the intending purchasers in any lawful manner.
41. It is expressly agreed by and between the parties that in the event of the other Wing/s of the said proposed building on the said property available for sale for the

E004 B9 98
2096

ADJUTANT
THE SOCIETY
DEVELOPERS



30.30
30.30



De la
W. Misul

Amel

Paul

करल - ३
6004 3298
2096

करल - ३
9005 3298
2099



DEVELOPERS being not ready for occupation simultaneously and in the event of the DEVELOPERS obtaining Completion Certificate is obtained from MCGM/MHADA for the Wing in which the flats of the members of the SOCIETY are situated and offering the possession of the same to all the members of the SOCIETY before completion of all the floors of the other wing/s on the said property then and in that event, the SOCIETY and/or its members shall have no objection to the DEVELOPERS completing the construction of the balance floor/s of the said other wing/s or building on the said property without interference or objection by the any of members of the SOCIETY. The SOCIETY further confirms that it shall not object or dissolve construction of the balance floor/s or building, wing/s or part thereof by the DEVELOPERS on the ground of nuisance, annoyance or any other ground or reason whatsoever.

Provided in such case all the facilities as agreed by the DEVELOPERS shall be provided by the DEVELOPERS to the wing in which Flats of the 32 members of the SOCIETY are situated.

42. It is agreed that the DEVELOPERS shall handover the possession of the newly constructed tenements to official member only. In case of any disputes as to the claim over the new flat by any person on the ground of occupation of the existing tenements, pending disputes as to the transfer, letting or subletting, or inheritance of the same or any third party interest therein created, the DEVELOPERS shall handover the possession of such disputed tenements to the SOCIETY only and the SOCIETY itself shall resolve the disputes and the DEVELOPERS shall not be held responsible for the same.

43. All the out of pocket expenses including Stamp Duty and Registration charges in respect of this Agreement & Power of

Dehu
Ravi

Dehu *Dehu*



Attorney to be executed and registered shall be borne and paid by the DEVELOPERS alone, however each party shall bear and pay fees of their respective Advocates and Solicitors.

ADJ/1100901/ 120 /K
Pages 73

44. The Agreement shall remain in force till the DEVELOPERS complete the work of construction entirely. All disputes and differences between the parties hereto in connection with carrying out this Agreement including the Interpretation of any terms and conditions hereof either during the subsistence of this Agreement or subsequent thereto, shall be referred to Arbitration and which shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or its statutory modification and shall have summary powers. The Arbitration shall always be held in Mumbai and the Courts of Mumbai alone shall have jurisdiction in the matter.

45. In addition to the above clauses, the parties herein have agreed to certain terms and conditions which are as under,

- i) The demolition work of the existing structures shall be carried out in the most skillful manner with all precautionary safety measures without causing any damage, injury or other mischief to any other building or buildings or loss of life or limb of the people residing in the locality. The DEVELOPERS shall throughout hereafter and always save harmless and keep indemnified the SOCIETY, its members and their estate and effects of from and against all actions, suits, proceedings, costs, charges, expenses, damages, fines, penalties etc. resulting on account of any act or omission or any breach, delay or default on the part of the DEVELOPERS in developing the said property of any rules, regulations, terms and conditions or otherwise.
- ii) The DEVELOPERS shall pay all the fees of the Architects and R. C. C. Consultants appointed by them for the development of this project. The DEVELOPERS shall pay all the LUC Charges, Development Charges, Betterment Charges, Water

[Handwritten signatures]

[Handwritten signatures]

करल - ३
6004 38 200
2096

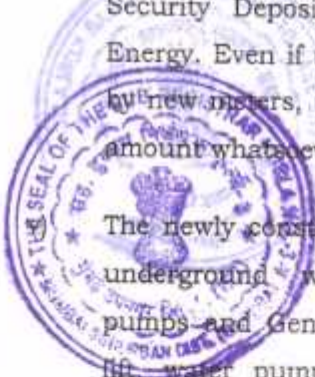
Charges, Electricity Charges, Deposits, Fines, Penalties in connection with or relating to the redevelopment to be carried out on the said property and shall also pay the lease rent and such other taxes and outgoings in respect of the said property from the date of all the Members vacating their respective flats in the existing building till the Members are put in possession of their flats in the new building. The DEVELOPERS shall also be liable to pay the lease rent, preparation charges, consideration, land charges or such other sums by whatever name called.



The carpet area of the Flats to be allotted to the MEMBERS shall not include any internal walls, niches, flower beds but shall be inclusive of door jam area.

IV	2013
2099	

All the existing Electric Meters of the members, if permissible, shall be installed in the new building to be constructed and the members shall not be liable to pay and amount or charges for the same except for the increase in Security Deposit if demanded by M.S.E.D.C./ Reliance Energy. Even if the same are not installed and are replaced by new meters, the Members shall not be liable to pay any amount whatsoever on any account for the same.



The newly constructed building/s of the society shall have underground water tank, separate overhead water tank, pumps and Generator back-up system which will support lift, water pump, stair case lights as also the Parking System,

- vi) Height of each floor of the Wing in which flats to be allotted to the members shall be as per MCGM Rules from finished floor to ceiling,
- vii) Construction of the building shall be earthquake proof,
- viii) The members will hand over the possession of their respective premises only after obtaining of sanctioned plans and I.O.D. by the DEVELOPERS.

[Signature]
[Signature]
[Signature]

[Signature]

[Signature]



E004 94300

2094

- ix) The Managing Committee appointed by the members of the SOCIETY herein shall monitor the progress of the re-development activity and the DEVELOPERS shall inform the progress of work to the Managing Committee and the DEVELOPERS shall be responsible to keep informed the said committee as also the Architect of the SOCIETY appointed about the progress of the work.

- x) The SOCIETY shall be entitled to appoint its own Architect to monitor the progress of development work and also to supervise the construction activities and the DEVELOPERS agree to co-operate with such Architect appointed by the SOCIETY in all respects.

- xi) Possession of flats available for sale shall be given not before giving the possession of flats to be allotted to the members of the SOCIETY in the new Building.

- xii) The DEVELOPERS shall not be entitled to assign the rights hereby given to the DEVELOPERS by the SOCIETY and also shall not be entitled to change the constitution of the Partnership Firm of M/S. DHANALAXMI ENTERPRISES BUILDERS & DEVELOPERS without prior written consent of the SOCIETY herein.

- xv) In case if Commercial Premises are provided by the DEVELOPERS in the proposed new building, same shall be provided only on Ground & First Floor only and following user shall not be permitted by the Purchasers of the same and the same condition shall be binding on the successors in respect of the said commercial premises.

- a) Hospitals, Maternity Home, Nursing Homes etc.,
b) Scooter/Motor Repairing ,
c) Hotel, Bar, Restaurants,
d) Fabrication, workshops,
e) Chicken/Mutton Shops

ADJ/100901/120/K

Page 4

करल-३
94300
20380

[Handwritten signatures and initials]

[Handwritten signature]

[Handwritten signature]

६०५ ३६ २०४

२०१६

xviii) Construction of entire Building i.e. Sale Wing and the Wing in which flats are to be allotted to the members of the SOCIETY shall be done simultaneously. In other words the construction shall be done in one phase only.

करल-३

१००५

७

३०४

THE SCHEDULE ABOVE REFERRED TO:

२०१२

ALL THAT piece or parcel of leasehold land admeasuring about 702.03 Sq. Mtrs. bearing Survey No.113 (Part), City Survey No.356 (Part) of Village -Hariyali together with the Building No. 86 and situated at Kannamwar Nagar -2, Vikhroli (East), Mumbai - 400 083 in the Registration District of Mumbai City and Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE NORTH	: Building no. 85
ON OR TOWARDS THE SOUTH	: Building no. 87
ON OR TOWARDS THE EAST	: 56 ft. Wide Road
ON OR TOWARDS THE WEST	: Building no.135

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



[Handwritten signature]
[Handwritten signature]

[Handwritten signature]



2096

IN WITNESS WHEREOF the parties hereto have hereunto set and
subscribed their respective handed, and seal hereinto at Mumbai
on the day and year first hereinabove written.

ADJ/1100901/
Pages 88

/20 /K

SIGNED, SEALED AND DELIVERED BY
WITHIN NAMED OF "SOCIETY"
**KANNAMWAR NAGAR SAMATA CO-OPERATIVE
HOUSING SOCIETY LTD.** has been affixed
pursuant to the resolution passed in special
general meeting held on 30/11/2014, Through
its office bearers

1) Mr. Dhondiba Deu Jadhav - Chairman

2) Mr. Subhash Kashinath Redkar - Secretary

3) Mr. Vijay Pandurang Musale - Treasurer

in the presence of

1. Nilesh mon. nautiy

2. Parshuram S. Padhelon

SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED "DEVELOPERS"

M/S. DHANALAXMI ENTERPRISES BUILDERS

& DEVELOPERS, Through its authorized partner

1) SHRI. SURESH JAISING MORE

2) SHRI. SACHIN BABARAO KALTE

In the presence of

1. Nilesh mon. nautiy

2. Parshuram S. Padhelon

For DHANALAXMI ENTERPRISE
BUILDERS & DEVELOPERS

For DHANALAXMI ENTERPRISES
BUILDERS & DEVELOPERS

PARTNER

करल - 3		
१००५	२८	०४
२०१६		



१००५		
२८	०४	

करल - ३		
१००५	२८	०४
२०१६		



LIST OF BONAFIDE MEMBERS OF KANNAMWAR NAGAR

SAMATA CO-OPERATIVE HOUSING SOCIETY LTD.

ADJ/1100901/

/20 /4

Pages 79

Sr. No.	Tenement No.	Name of Members	Carpet area of each tenement (Sq. Mtr.) Old Area	New Area in Sq.F Carpet given to members
1	2385	Shri. Parshuram Sitaram Pednekar	20.22	430
2	2386	Shri. Amrut Gopal Rathod	20.22	430
3	2387	Shri. Anil Manilal Solanki	20.22	430
4	2388	Shri. Vilas Sitaram Patne	20.22	430
5	2389	Shri. Bhaskar Ramchandra Shinde	20.22	430
6	2390	Smt. Laxmi Narayan Akubattin	20.22	430
7	2391	Shri. Anil Harishchandra Narkar	20.22	430
8	2392	Shri. Lahu Chandroba Vengurlekar	20.22	430
9	2393	Smt. Lila Keshav Darekar	20.22	430
10	2394	Shri. Krushna Shivram Kadam	20.22	430
11	2395	Smt. Shobha Vilas Adate	20.22	430
12	2396	Shri. Shashikant Sakharam Ambre	20.22	430
13	2397	Smt. Parvati Shankar Manave	20.22	430
14	2398	Shri. Vilas Vithal Salunkhe	20.22	430
15	2399	Shri. Genu Manaji Pawar	20.22	430
16	2400	Smt. Prabhavati Ramdas Mahadik	20.22	430
17	2401	Smt. Geeta Dattaram Kadam	20.22	430
18	2402	Shri. Vijay Pandurang Musale	20.22	430
19	2403	Shri. Anant Krushna More	20.22	430
20	2404	Smt. Kalpana Suhas Mandave	20.22	430
21	2405	Smt. Sulochana Bharat Gosavi	20.22	430
22	2406	Smt. Dipali Dilip Kolambakar	20.22	430
23	2407	Shri. Dhondiba Devu Jadhav	20.22	430
24	2408	Shri. Subhash Kashinath Redkar	20.22	430
25	2409	Shri. Domnik F. Pacheko	20.22	430
26	2410	Smt. Vatsala Shanataram Jadhav	20.22	430
27	2411	Smt. Sitabai Ramchandra Pugaonkar	20.22	430
28	2412	Shri. Ramesh Gangaram Choukekar	20.22	430
29	2413	Smt. Vatsala Shashikant Nagavekar	20.22	430
30	2414	Smt. Prabhavati Shankar Jadhav	20.22	430
31	2415	Shri. Santosh Narayan Chavhan	20.22	430
32	2416	Shri. Pradip Ramchandra More	20.22	430
			647.04	13760.00

Pradip
Pradip



करल - ३
६००५ ३९३०४
२०१६

करल - ३		
६०५	१०	१०४
२०१६		



करल-३		
१०४५६	४५	३४०
२०१९		



AD 11100901/	120	1K
Pages 81		

काल-3		
गर्व	८२४०	
१-११		



करल - ३	
६०५	४९००७
२०१६	

करल - ३		
६६७५	४२	४०४
२०१६		



१०००६	८७	३४०
२०१९		



६-४३३३		
		२१-१

