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INDIA NON JUDICIAL

Government of Maharashtra

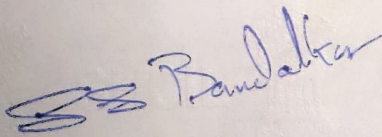
e-Stamp

Issued by :   
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Certificate No. : IN-MH15024995441765L  
 Certificate Issued Date : 18-Jan-2013 02:41 PM  
 Account Reference : SHCIL (FI)/ mhshcil01/ SRO-CUSTOM/ MH-MUM  
 Unique Doc. Reference : SUBIN-MHMHSKCIL0115926331964254L  
 Purchased by : Sakaar Developers  
 Description of Document : Article 25(b)to(d) Conveyance  
 Property Description : PAP Agreement,CSNo.2240,Div Bhuleshwar,Laxmi Bhavan,66,Sitaram Poddar Marg,Fanaswadi,Mumbai-400002  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : Sakaar Developers  
 Second Party : Satchit Dharma Bhandokar  
 Stamp Duty Paid By : Sakaar Developers  
 Stamp Duty Amount(Rs.) : 12,100  
 (Twelve Thousand One Hundred only)



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**Statutory Alert:**

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site \*[www.shcilstamp.com](http://www.shcilstamp.com)\*

**AGREEMENT FOR ALLOTMENT OF PERMANENT ALTERNATE RESIDENTIAL PREMISES**  
UNDER THE SCHEME OF REDEVELOPMENT UNDER REGULATION 33 (7) OF DEVELOPMENT CONTROL  
REGULATION FOR GREATER MUMBAI, 1991

THIS AGREEMENT made and entered into at Mumbai this 19<sup>th</sup> day of January 2013

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BETWEEN

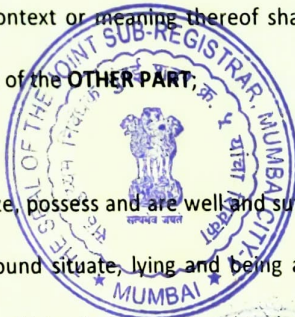
M/s. SAKAAR DEVELOPERS, a registered partnership firm through its partner Rajesh Tarachand Kothari having their principal place of business at Shree Govardhan Bhavan Co-op. Hsg. Socty. Ltd., No-6, Ground Floor, 212/218, Khetwadi Main Road, Mumbai-400 004, hereinafter referred to and called as "OWNERS & DEVELOPERS" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the **ONE PART**;

AND

SATCHIT DHARMA B/ANDODKAR, an adult, Indian inhabitant of Mumbai residing at Room No. 29, Second Floor of Building known as "Laxmi Bhuvan", at Fanaswadi, 66, Sitaram Poddar Marg, Mumbai-400 002, hereinafter referred to and called as the "TENANT/OCCUPANT" (which expression unless it be repugnant to the context or meaning thereof shall mean and include his/her legal representatives, executors and assigns) of the **OTHER PART**;

WHEREAS

A. The Owners & Developers own, seize, possess and are well and sufficiently entitled to all pieces or parcels of leasehold land or ground situate, lying and being at Fanaswadi, now known as 'Sitaram Poddar Marg', in the city and Island of Mumbai and in the registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 421.41 sq. mtrs. registered in the Book of Collector of Land Revenue under Collector's New No.2622 and new Survey No.340 and Cadastral Survey No.2240 of Bhuleshwar Division and the building known as "Laxmi Bhavan" standing thereon assessed by Assessor and Collector of Municipal rates and taxes under 'C' Ward Nos.4719 (1), 4719(2) and street Nos.70 & 70-A, more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "SAID PROPERTY" for the sake of brevity, by virtue of and under Deed of Conveyance, dated 10<sup>th</sup> April 2010 registered with the Sub-Registrar of Assurance Mumbai at Sr. No.BBE3-3696-2010 on 17<sup>th</sup> April 2010.



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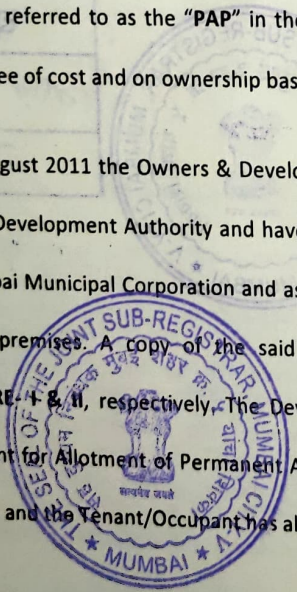
*Z. Th...* *SS Bhandekar*

B. The Tenant/Occupant is in occupation, possession and use of and is entitled to Room No. 29, admeasuring 50.05 sq. ft. carpet, situate on Second Floor in the building known as "Laxmi Bhuvan" hereinafter referred to as the "SAID BUILDING" at the Said Property, more particularly described in the **SECOND SCHEDULE** hereunder written, and the same is hereinafter referred to as the "SAID PREMISES" for the sake of brevity, as monthly tenant/lawful occupant thereof paying monthly rent of Rs. 155/- inclusive of all taxes and permitted increase.

C. The said building belongs to Category "A" Cessed Building erected before 1<sup>st</sup> September 1940 and as such it has outlived it's life and become inhabitable.

D. Considering the safety of life and property of Tenants/Occupants of the said building the Owners & Developers have evolved redevelopment scheme of the Said Property under Regulation 33 (7) of Development Control Regulation for Gr. Mumbai 1991, hereinafter referred to as "SAID REGULATION" and "SAID DCR" respectively, for the sake of brevity, wherein the tenants/occupants of the building under redevelopment are required to be rehabilitated in the proposed new building to be constructed in place of the building under redevelopment by allotting a residential premises as and by way of permanent alternate premises more hereinafter referred to as the "PAP" in the building/s proposed to be constructed on the said property free of cost and on ownership basis on the terms and conditions hereinafter contained.

E. On 11<sup>th</sup> August 2011 the Owners & Developers have procured NOC from Maharashtra Housing and Area Development Authority and have now procured IOD dated 27<sup>th</sup> November 2012 from the Mumbai Municipal Corporation and as such the Owners & Developers propose to demolish the said premises. A copy of the said NOC and IOD is annexed hereto and marked as ANNEXURE - I & II, respectively. The Developers have, therefore, offered to execute regular Agreement for Allotment of Permanent Alternate Premises (being these presents) and register the same and the Tenant/Occupant has also agreed to execute the same.



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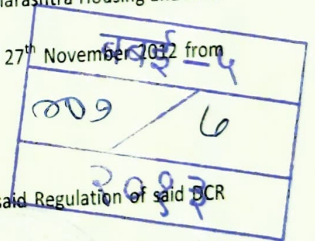
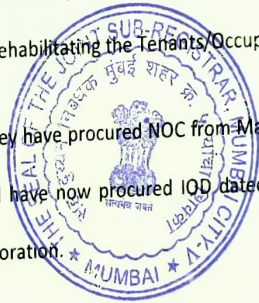
THIS AGREEMENT, THEREFORE, WITNESSETH AS FOLLOWS:

- 1) The Owners & Developers represent and declare as follows:-
  - a) That they own seize, possess and well and sufficiently entitled to the Said Property viz. all pieces or parcels of land or ground situate, lying and being at Fanaswadi, now known as 'Sitaram Poddar Marg' in the city and Island of Mumbai and in the registration

*Signature of S S Baudalka*

District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 421.41 sq. mtrs. registered in the Book of Collector of Land Revenue under Collector's New No.2622 and new Survey No.340 and Cadastral Survey No.2240 of Bhuleshwar Division and the building known as "Laxmi Bhavan" standing thereon assessed by Assessor and Collector of Municipal rates and taxes under 'C' Ward Nos.4719 (1), 4719(2) and street Nos.70 & 70-A, by virtue of and under Deed of Conveyance, dated 10<sup>th</sup> April 2010 registered with the Sub-Registrar of Assurance, Mumbai at Sr. No.BBE3-3696-2010 on 17<sup>th</sup> April 2010.

- b) By virtue of said Deed of Conveyance, dated 10<sup>th</sup> April 2010, they are entitled to undertake, carryout and complete redevelopment of the Said Property under the said Regulation of said DCR.
- c) They have evolved a scheme of redevelopment wherein they will redevelop the Said Property under said Regulation of said DCR by demolishing the said building and constructing a multi storied RCC building/tower at the Said Property as per plan approved by Municipal Corporation of Gr. Mumbai, hereinafter referred to as "MCGM" for the sake of brevity, and rehabilitating the Tenants/Occupants therein.
- d) That on 11<sup>th</sup> August 2011 they have procured NOC from Maharashtra Housing and Area Development Authority and have now procured IQD dated 27<sup>th</sup> November 2012 from the Mumbai Municipal Corporation.
- e) In pursuance to the said scheme of redevelopment under said Regulation of said DCR they will provide to every Tenant/Occupant of residential premises of the said building (whose name is certified by Mumbai Building Repairs & Reconstruction Board, hereinafter referred to as "MBR & R Board" for the sake of brevity), free of cost and on ownership basis a self contained flat of carpet area of 300 sq. ft. or of the carpet area equivalent to the carpet area of the respective said premises of Tenants/Occupants whichever is higher in the proposed multistoried RCC building/tower to be constructed by them at the Said Property and to every Tenant/Occupant of commercial premises of the said building (whose name is certified by MHADA) a Commercial Premises of carpet area equivalent to the carpet area of their respective said premises (commercial) in the proposed multistoried RCC Building/Tower to be constructed by them at the Said



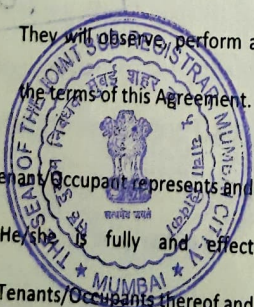
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Property on ownership basis and free of cost as and by way of Permanent Alternate Premises, hereinafter referred to as "PAP" for the sake of brevity. The height of the PAP (residential) and PAP (commercial) will be as per the said DCR.

- f) They will undertake, carryout and complete the redevelopment of the Said Property including construction of PAP in accordance with proposal, plan, drawings, specification sanctioned by MCGM and other concerned authority/ies under advice, guidance and supervision of renowned and experienced Architect/s, Structural Engineer/s and other expert professionals.
- g) There is no bar, prohibition, impediment against them from any Court of Law, Tribunal and Authority from redeveloping the Said Property and/or from constructing and/or handing over PAP to the Tenants/Occupants and/or from entering into the present Agreement with the Tenants/Occupants.
- h) They will keep the Tenants/Occupants harmless and indemnified against losses, costs, charges, expenses, damages, if any, suffered, incurred, expended, undergone by the Tenants/Occupants on account of any act of commission/omission of the Owners & Developers or their representatives and/or on account of breaches of terms, covenants and undertakings stipulated in the present Agreement.
- i) There is sufficient & adequate creditworthiness of the Owners & Developers to undertake and complete in all respect the redevelopment of the Said Property.

j) They will observe, perform and discharge all their obligations stipulated in and as per the terms of this Agreement.

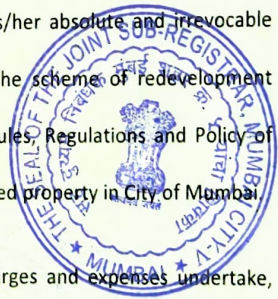
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- 2) The Tenant/Occupant represents and declares as follows:
  - a) He/she is fully and effectually entitled to his/her said premises as lawful Tenants/Occupants thereof and that save and except him/her nobody has got any claim or right, title and interest in the tenancy /occupancy of his/her said premises.
  - b) He/she has not created any third party rights in respect of his/her said premises or part thereof and that he/she and members of his/her family alone are in actual use and occupation and possession of the same.

*At The* *SS Bandekar*

- c) He/she/ and his/her family members will handover quite, vacant and peaceful possession of his/her said premises to the Owners & Developers for its demolition and redevelopment of the Said Property within 30 days of registration of this Agreement.
- d) He/she has voluntarily and without any force, undue influence given/accorded his/her irrevocable consent to the proposed redevelopment of the Said Property to be undertaken by the Owners & Developers and as such the said Irrevocable Consent is and will be binding upon him/her and his/her heirs and legal representatives.
- e) He/she shall observe, perform and discharge all his/her obligations stipulated in and as per this Agreement.
- 3) The parties hereto hereby declare that presentations and statements made by them in terms of recitals recited hereinabove are true to their personal knowledge and believing the same they have agreed to enter into this Agreement and as such the recitals recited hereinabove shall be deemed to have been bodily incorporated herein below and shall be accordingly read, construed and interpreted.
- 4) The Tenant/Occupant, therefore, hereby again grants to the Owners & Developers and Owners & Developers hereby accept/acquire from Tenant/Occupant his/her absolute and irrevocable consent to redevelop the Said Property in accordance with the scheme of redevelopment envisaged under said Regulation of said DCR and as per the Rules, Regulations and Policy of MCGM and MBR & R Board as applicable to the category 'A' Cessed property in City of Mumbai.
- 5) It is agreed that Owners & Developers shall at their cost, charges and expenses undertake, carryout and complete redevelopment of the Said Property in all respect under the said Regulation of said DCR in accordance with the permissions to be issued and plans sanctioned by MCGM, MBR & R Board and all other Authorities within a period of 30 months commencing from date of Commencement Certificate.
- 6) It is agreed that within 30 months from date of Commencement Certificate to be issued by MCGM in respect of the Said Property, the Owners & Developers will allot and handover to the Tenant/Occupant free of cost and on ownership basis a self contained flat, being Flat No.



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\_\_\_\_\_ of an area admeasuring 300 sq. ft. carpet on \_\_\_\_\_ Floor in the proposed new RCC building/tower to be constructed by the Owners & Developers at the Said Property, (The

number of flat and floor cannot be mentioned as the same will be allotted by MBR & R Board/MHADA. The flat number will be mentioned in separate Letter of Allotment which will be issued before handing over possession of new premises) more particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the "NEW PREMISES" with all amenities and facilities listed in the **FOURTH SCHEDULE** hereunder written, as and by way of Permanent Alternate Premises, hereinafter referred to as "PAP" for the sake of brevity, in lieu of the Said Premises of the Tenant/Occupant.

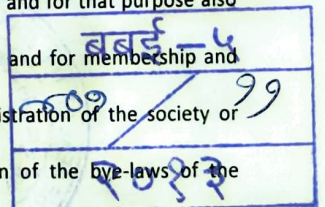
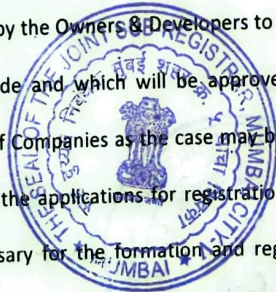
- 7) It is agreed that pending construction and delivery of PAP to the Tenant/Occupant, the Owners & Developers will make payment of compensation to the Tenant/Occupant towards temporary alternate accommodation to be hired/procured by him/her (Tenant/Occupant) of lump sum amount of **Rs. 2,99,940/- (Rupees Two Lac Ninety Nine Thousand Nine Hundred Forty only)** by three post dated cheques of Rs. 10,440/- (Rupees Ten Thousand Four Hundred Forty Only), Rs. 1,80,000/- (Rupees One Lac Eighty Thousand Only) and Rs. 1,09,500/- (One Lac Nine Thousand Five Hundred Only), respectively, which will be handed over to the tenant/occupant on registration of this Agreement.

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- 8) It is agreed that in addition to the new premises and amenities and facilities agreed to be provided thereto /therewith and the transit compensation amount to be paid to the Tenant/Occupant, the Owners & Developers will also pay to the Tenant/Occupant Corpus Fund of **Rs. 71,000/- (Rupees Seventy One Thousand Only)** by an account payee cheque at the time of handing over lawful possession of new premises in new building. To secure Tenant/Occupant of his above mentioned Corpus Fund amount the Owners & Developers shall hand over Corpus Fund amount cheque of Tenant/Occupant (undated but duly signed and filled) to the Advocates of the Tenant/Occupant viz. M/s. Dharam & Co. at the time of execution of this Agreement. The said Advocates will hand over the aforesaid Corpus Fund amount cheque to the Tenant/Occupant on the date of delivery of possession of the PAP to the Tenant/Occupant putting the date of handing over of PAP on the Corpus Fund cheque of the Tenant/Occupant.

*JTH* *SS Bhandarkar*

- 9) It is expressly agreed by and between the parties hereto that the amounts due and payable by the Owners & Developers to the Tenant/Occupant and/or to the Tenants/Occupant's society shall be payable on its due date/s without committing any default. IT IS EXPRESSLY AGREED THAT in the event of default in the payment on the part of the Owners & Developers the same at the option of the Tenant/Occupant shall become due and payable at once. The Owners & Developers further agree and confirm that the said unpaid amount or part thereof will remain statutory charge on the Said Property and that Tenant/Occupant or their Co-operative Society/Apartment Association/Company, as the case may be, will be entitled to enforce the said charge by sale of the Said Property and in that event Owners & Developers alone would be liable to pay all costs, charges and expenses incurred by Tenant/Occupant or his/her Co-operative Society/Apartment Association/Company in enforcement of the said charge.
- 10) It is agreed that after receipt of Part Occupation Certificate or full Occupation Certificate as the case may be in respect of rehabilitation premises i.e. PAP the Owners & Developers at their cost shall within the period prescribed under Maharashtra Ownership Flat Act 1963 form and register Co-op. Hsg. Socty/Apartment Owner's Association/Company, as the case may be, of the flat owners of rehab building as per the provisions of Maharashtra Co-op. Societies Act 1960 and it is agreed that the Tenant/Occupant and purchasers of premises in the new building shall join in formation and registration of an Association of Apartment Owners or a Co-operative Society or a Limited Company as may be decided by the Owners & Developers to be known by such name as the Owners & Developers may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for that purpose also from time to time sign and execute the applications for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Owners & Developers within fifteen days of the same being forwarded by the Owners & Developers to the Tenant/Occupant, so as to enable the Owners & Developers to register the said organization under section 10 of the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 and within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1963. No objection shall be taken by the Tenant/Occupant if any changes

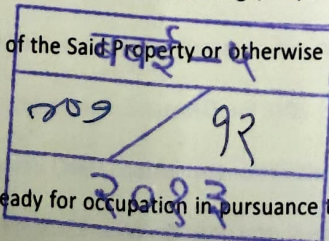
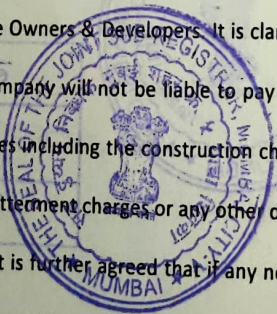


*R. S. Bhandarkar*



or modification are made in the draft bye-laws of the society and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

- 11) It is agreed that within 4 months from the date of issue of Occupation Certificate in respect of the building/s constructed on the Said Property the Owners & Developers shall complete balance work, if any, and apply for Building Completion Certificate (BCC) to MCGM.
- 12) The Owners & Developers at its costs, charges and expenses shall convey/assign the land described in First Schedule hereunder written and building/s standing thereupon in favour of the Co-operative Society/Apartment Owners Association/Company, as the case may be, of the flat owners within the period prescribed under Maharashtra Ownership of Flat Act 1963.
- 13) It is agreed that till the Tenant/Occupant are put into physical and lawful possession of his/her new premises i.e. PAP, after grant of part or full Occupation Certificate of the rehab building/rehabilitation flats/shops, all taxes, outgoings, maintenance charges etc. of the Said Property and development thereof including arrears of taxes, outgoings, maintenance charges etc., if any, shall be borne and paid by the Owners & Developers but after Tenant/Occupant being put in lawful possession of PAP the proportionate taxes, outgoings, maintenance charges etc. for the period commencing from date of lawful possession of PAP, will be borne by Tenant/Occupant. It is agreed that the construction charges, deposits, betterment charges and all other dues and charges relating to the redevelopment of the Said Property shall be borne and paid by the Owners & Developers. It is clarified that the Tenant/Occupant or their Co-operative Society/Company will not be liable to pay single penny toward the arrears of taxes, outgoings, cess, charges including the construction charges, water charges, electricity installation and user charges, betterment charges or any other dues payable to MCGM and/or MBR & R Board and/or BEST etc. It is further agreed that if any new or additional levy/ies/charge/s is/are levied upon the Said Property on account of redevelopment of the Said Property or otherwise the same will be borne and paid by the Owners & Developers.
- 14) It is agreed that upon the new premises being ready for occupation in pursuance to part or full OC to be issued by MCGM the Owners & Developers shall give one month's written notice to the Tenant/Occupant requiring him/her to shift to and occupy the new premises and accordingly



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Tenant/Occupant will occupy the new premises within the time stipulated in the said written notice of the Developers.

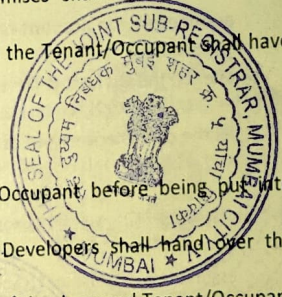
15) It is agreed that in the event of failure on the part of Tenant/Occupant to occupy/take possession of the new premises from the Owners & Developers within the time stipulated in the notice, then from the date the occupation of the Tenant/Occupant has become due the Tenant/Occupant shall become liable to pay all proportionate outgoing, taxes, charges of new premises (PAP).

16) It is agreed that time /period stipulated for activities and obligation of Owners & Developers is and will be essence of contract i.e., present Agreement.

17) However, it is agreed that the performance obligations of Owners & Developers being delayed on account of force-majeure conditions which shall include inter alia unforeseen calamity, acute shortage of construction material, order of court of law such delay will not be counted for invoking default/penal clauses.

18) It is agreed that upon Tenant/Occupant taking possession of his/her new premises (PAP) from the Owners & Developers, their right to his/her said premises shall stand surrendered, relinquished and transferred to the Owners & Developers and the Tenant/Occupant shall have no other claim/ demand against the Owners & Developers.

19) It is agreed that in the event of death of any of Tenant/Occupant, before being put into possession of his/her new premises (PAP), the Owners & Developers shall hand over the possession of new premises (PAP) to the immediate legal heir of the deceased Tenant/Occupant nominated by him/her. In default of nomination and in the event of there being more than one heirs the possession of said new premises will be delivered to the heir who will be named unanimously in writing by other heirs.



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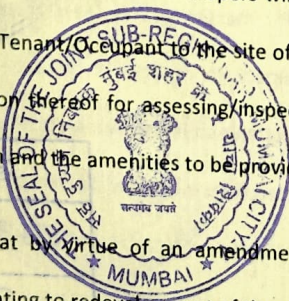
20) It is agreed that Owners & Developers shall use and cause to be used the material of branded quality and of the I.S.I. standard prescribed therefor.

21) It is agreed that the Owners & Developers will not transfer/assign the project under redevelopment and/or the benefit of this Agreement to any 3<sup>rd</sup> party under any understanding, agreement, writing whatsoever or in any manner without prior written permission of/from

*Dr. The*  
*SS Banfalakar*

Tenant/Occupant/Co-operative Housing Society/Apartment Association/Company of the Tenant/Occupant, as the case may be. However upon genuine cause and reason being shown by the Owners & Developers the Tenant/Occupant/Co-operative Housing Society/Apartment Association/Company of the Tenant/Occupant, as the case may be, will not unreasonably withhold their consent/permission to the proposed transfer/assignment of the project and/or the benefit of this Agreement. In the event of Owners & Developers desiring to transfer the project under redevelopment or benefit of this Agreement to 3<sup>rd</sup> person, the Tenant/Occupant will have an option either to go with the successor of the Owners & Developers or to terminate this Agreement. The restriction imposed on transfer/assignment on the project will not be applicable if the Owners & Developers desire to develop the Said Property in joint venture with any other person of good repute and back ground. In the proposed joint venture, if any, provided the Owners & Developers shall have substantial share and participation in the redevelopment of the Said Property.

- 22) The Owners & Developers shall take all necessary and required precautions as per Rules to avoid an accident at or outside the site of construction. In the event of any loss to the life or property of the Tenant/Occupant/agents/employees of the Owners & Developers or to public due to an accident etc on account of act of commission or omission of the Owners & Developers or their agents, the Owners & Developers at their cost, charges and expenses will meet, settle, discharge all the claims arising out of an accident.
- 23) It is agreed that the Owners & Developers will give free access to the Architect and structural engineer of the Tenant/Occupant to the site of redevelopment and/or the building/s during and after construction thereof for assessing/inspecting/examining the quality and workmanship of the construction and the amenities to be provided in the said new premises (PAP).
- 24) It is agreed that by virtue of an amendment to the said Regulation 33 (7) or any other Regulations relating to redevelopment of the property or enactment of new legislation or by any Govt. Resolution or Circular the minimum area of PAP (residential) if increased from minimum 300 sq. ft. carpet area then benefit of such increased area will be given by the Owners & Developers to the Tenant/Occupant provided such increment is introduced before the issuance of the Commencement Certificate of the proposed building at the Said Property.

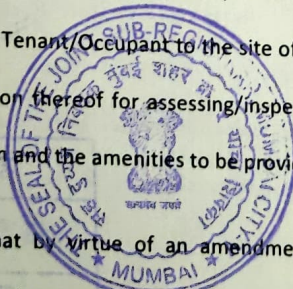


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Tenant/Occupant/Co-operative Housing Society/Apartment Association/Company of the Tenant/Occupant, as the case may be. However upon genuine cause and reason being shown by the Owners & Developers the Tenant/Occupant/Co-operative Housing Society/Apartment Association/Company of the Tenant/Occupant, as the case may be, will not unreasonably withhold their consent/permission to the proposed transfer/assignment of the project and/or the benefit of this Agreement. In the event of Owners & Developers desiring to transfer the project under redevelopment or benefit of this Agreement to 3<sup>rd</sup> person, the Tenant/Occupant will have an option either to go with the successor of the Owners & Developers or to terminate this Agreement. The restriction imposed on transfer/assignment on the project will not be applicable if the Owners & Developers desire to develop the Said Property in joint venture with any other person of good repute and back ground. In the proposed joint venture, if any, provided the Owners & Developers shall have substantial share and participation in the redevelopment of the Said Property.

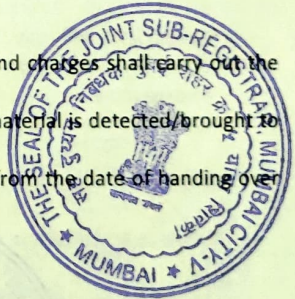
- 22) The Owners & Developers shall take all necessary and required precautions as per Rules to avoid an accident at or outside the site of construction. In the event of any loss to the life or property of the Tenant/Occupant/agents/employees of the Owners & Developers or to public due to an accident etc on account of act of commission or omission of the Owners & Developers or their agents, the Owners & Developers at their cost, charges and expenses will meet, settle, discharge all the claims arising out of an accident.
- 23) It is agreed that the Owners & Developers will give free access to the Architect and structural engineer of the Tenant/Occupant to the site of redevelopment and/or the building/s during and after construction thereof for assessing/inspecting/examining the quality and workmanship of the construction and the amenities to be provided in the said new premises (PAP).
- 24) It is agreed that by virtue of an amendment to the said Regulation 33 (7) or any other Regulations relating to redevelopment of the property or enactment of new legislation or by any Govt. Resolution or Circular the minimum area of PAP (residential) if increased from minimum 300 sq. ft. carpet area then benefit of such increased area will be given by the Owners & Developers to the Tenant/Occupant provided such increment is introduced before the issuance of the Commencement Certificate of the proposed building at the Said Property.



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- 25) It is agreed that from the date of possession of the said new premises being delivered by the Owners & Developers to the Tenant/Occupant, he/she will bear and pay his/her proportionate share (i.e. in the proportion to the floor area of his/her new premises) in all outgoings in respect of the Said Property and rehab building.
- 26) The parties hereto agree to execute such further and other documents or writings as may be required in order to effectuate the purpose and intention of this Agreement.
- 27) It is further agreed and declared that Owners & Developers would be entitled to sell the flats/tenements constructed in the free sale component by entering into such agreements as they desire with the purchaser of the free sale flats. If till the formation of the Co-op. Hsg. Socty./Apartment Association/Company of Tenant/Occupant any of the flats remain unsold the Owners & Developers will become member of Co-op. Hsg. Socty./Apartment Association/Company of Tenant/Occupant in respect of the unsold flats and shall bear and pay the proportionate taxes, outgoings in respect thereof.
- 28) It is further agreed that the Owners & Developers shall not part with possession of the said free sale flats to their purchaser/s unless and until they first provide and put Tenant/Occupant in possession of his/her PAP as agreed to be provided herein.
- 29) It is agreed that Owners & Developers at their costs, expenses and charges shall carry out the repairs if any defect in construction and quality of construction/material is detected/brought to notice of the Owners & Developers within a period of one year from the date of handing over possession of the said new premises (PAP).
- 30) It is agreed that Owners & Developers shall not sell, transfer, assign, let on lease/tenancy/license any of the common premises meant and sanctioned for the common use viz. terrace (open to sky), Refuge Area, passage, etc. The Co-operative Society, Apartment Association, Company of Tenant/Occupant will be entitled to have commercial exploitation of all or any of the common premises by hiring, letting the same or any part thereof to make monetary gains there from to meet the outgoings, taxes, maintenance of the Said Property or the newly constructed building.



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- 31) It is agreed that Owners & Developers at their cost will provide an office for the Co-op. Hsg. Socty./Apartment Association/Company as the case may be of the flat owners of the proposed new building to be constructed at the Said Property as per the DCR.
- 32) It is further agreed that Owners & Developers subject to permission/approval from MCGM will arrange for and provide well water facility from the well existing at the Said Property so that there is no dearth of water for the Tenants/Occupants. The cost of said well water facility will be borne by the Owners & Developers.
- 33) It is agreed that from the date of demolition of the said premises the Tenant/Occupant shall pay to the Owners & Developers only basic monthly rent of the said premises. It is however clarified and agreed that upon demolition of the existing building the right of tenants occupants in respect of their respective tenements shall remain intact and shall not come to an end. On account of shifting of the tenants/occupants to their respective transit accommodation at different places if the payment of the basic rent payable to the Owners & Developers is delayed, such delay will be condoned and Owners & Developers will not initiate any unpleasant action under the Rent Control Act or otherwise for delayed or unpaid monthly basic rent. It is agreed that in the event of delay in delivery of new premises to the tenants/occupants the Owners & Developers will pay 30% additional amount on the transit compensation amount last paid/payable.
- 34) It is agreed that allotment of PAP to the Tenants/Occupants will be as far as possible in the same order as is the said premises of the Tenants/Occupants. It is agreed that parking/parking space will be allotted to tenants/occupants as per DCR.
- 35) It is agreed that if the Tenant/Occupant desires to buy flat from Owners & Developers in the saleable components, such Tenant/Occupant will intimate his/her intention to buy to the Owners & Developers. To such Tenant/Occupant the Owners & Developers will give 10% concession/discount on the then prevailing market price of the saleable flats.
- 36) It is agreed that on or before execution of this Agreement the Owners & Developers will furnish a true copy of each and every permissions, sanctions, approvals, NOC, etc. of redevelopment of the Said Property to the Advocates of Tenants/Occupants viz. Dharam & Co.

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*SS Bandalakar*

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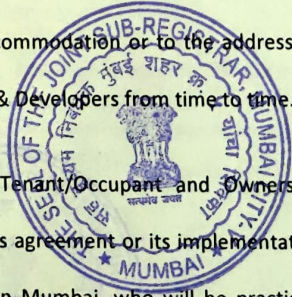
- 37) It is agreed that the Tenant/Occupant and the Owners & Developers shall present PAP Agreement mentioned above at proper registration office for registration, as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof within the time prescribed.
- 38) All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to the above mentioned permanent alternate agreement and to any further document incidental hereto and that of final deed of transfer and assignment of Said Property shall be borne and paid by the Owners & Developers. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Owners & Developers alone.
- 39) It is agreed that any delay or indulgence given by the Owners & Developers or the Tenant/Occupant or any forbearance or grant of extension of time to the Tenant/Occupant or Owners & Developers shall not be treated as waiver on the part of the party of any breach or non-compliance of any of the terms and conditions of this agreement by the other party in any manner without prejudice to the rights of the party affected thereby.
- 40) It is agreed that all letters, receipts and/or notices to be served and/or delivered on Tenant/Occupant as contemplated by this agreement shall be deemed to have been duly served and delivered and shall completely and effectively discharged by the Owners & Developers if sent to the Tenant/Occupant at the temporary alternate accommodation or to the address as intimated by the Tenant/Occupant concerned to the Owners & Developers from time to time.
- 41) In the event of there being any dispute between the Tenant/Occupant and Owners & Developers over or in respect of terms and conditions of this agreement or its implementation or otherwise the same shall be referred to an Arbitrator in Mumbai, who will be practicing Advocate, appointed under the provisions of Arbitration & Reconciliation Act, 1996 whose award shall be final and binding upon the parties.

IN WITNESS WHEREOF the parties hereto have affixed their hands and signature the day, month and year mentioned hereinabove.

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## FIRST SCHEDULE REFERRED TO ABOVE

All pieces or parcels of leasehold land or ground with the building and structures standing thereon known as 'Laxmi Bhuvan' situate, lying and being at Fanaswadi, now known as 'Sitaram Poddar Marg' in the city and Island of Bombay and in the registration District and Sub-District of Bombay City and Mumbai Suburban containing by admeasurement 421.41 sq. mtrs. registered in the Book of Collector of Land Revenue under Collector's New No.2622 and new Survey No.340 and Cadastral

Survey No.2240 of Bhuleshwar Division and the building thereon assessed by Assessor and Collector of Municipal rates and taxes under 'C' Ward Nos.4719 (1), 4719(2) and street Nos.70 & 70-A bounded as follows:

On or toward East by : By Sitaram Poddar Marg.

On or toward West by : By property Belonging to Vasantao

Bhan

On or toward North by : Partly by Sitaram Poddar Marg and

partly by property belonging to

Gopaldas Mohandas.

On or toward South by : Partly by Sitaram Poddar Marg and

partly by property belonging to

Venkateshwar Mandir.

## SECOND SCHEDULE REFERRED TO ABOVE

Room No. 29, admeasuring 50.05 sq. ft. carpet on Second Floor of Laxmi Bhavan at 66, Sitaram Poddar Marg, Fanaswadi, Mumbai - 400 002 at the property described in the First Schedule written hereinabove.

## THIRD SCHEDULE REFERRED TO ABOVE

Self-contained Flat No. ~~29~~ admeasuring 300 sq. ft. carpet in the proposed building to be constructed at the property described in the First Schedule written hereinabove.

## FOURTH SCHEDULE REFERRED TO ABOVE

LIST OF AMENITIESFOR RESIDENTIAL:

- (1) Proposed Height of apartment for Residential tenants will be 2.90 meters.
- (2) The building will be Earthquake resistant.
- (3) Anti termite treatment will be done below the plinth level.

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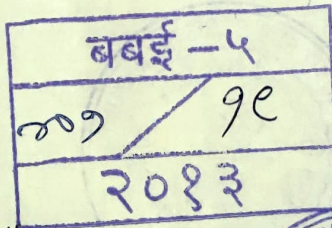
*Signature* S S Bhandarkar



- Fire fighting systems will be incorporated as per Chief Fire Officers NOC
- (4) Steps of the Staircase will be finished with Kotta Stone.
  - (5) Common passage of the building will be finished with Kotta Stone.
  - (6) Drainage pipes will be CPVC and cast Iron material. Drinking water pipe will be Galvanized Iron of 'C' class.
  - (7) Drainage pipe below the ground will be of Earthenware.
  - (8) RCC Underground and overhead tank will be constructed as per BMC norms.
  - (9) Pump of desired power will be fitted to the tank.
  - (10) Building will have two lifts as per PWD norms.
  - (11) Internal wall will be finished in Oil bond distemper.
  - (12) External side of brick wall will be double coat plastered.
  - (13) Terrace of the building will be finished in IPC.
  - (14) Water proofing will be done to proper specification.
  - (15) Door will be provided to access the terrace.
  - (16) The staircase will have one electric light point.
  - (17) Lighting for the building surroundings will be adequately provided.

**LIVING ROOM :**

- (1) Teak wood door frame will be provided for the main door and the shutter will be flush door with adequate door fittings.
- (2) Inside of the door will have tower bolt.
- (3) The door will have peep hole.
- (4) Night latch of good make will be provided.
- (5) Both inside and outside of the door brass aldrop will be provided.
- (6) Door Bell will be provided.
- (7) Fan - 1 Pc.
- (8) Tubelight - 1 No.

**KITCHEN :**

- (1) Kitchen platform will be of marble.
- (2) Kaddapa shelve will be provided below the platform.
- (3) Steel sink will be provided.
- (4) Chrome plated faucet will be provided over the sink.
- (5) Aluminum sliding window with marble framing on all sides.
- (6) Aquaguard - 1 Pc.

**BEDROOM :**

- (1) Teak wood door frame will be provided for the main door and the shutter will be flush door with adequate door fittings.
- (2) Inside of the door will have tower bolt.
- (3) Both inside and outside of the door brass aldrop will be provided.
- (4) Aluminum sliding window with marble framing on all sides.
- (5) Fan - 1 Pc.
- (6) Tubelight - 1 Pc.

*Handwritten signature:* S S Bandekar

**W.C. & BATHROOM :**

- (1) Independent W.C. and Bathroom is proposed.
- (2) Door frame will be marble.
- (3) FRP or Bakelite doors will be provided.
- (4) Indian type W.C. (Orissa Pan) will be provided.
- (5) Louvered aluminum windows will be provided.
- (6) Concealed plumbing will be done.
- (7) Necessary provision for Geyser will be done.
- (8) Mixer for hot and cold water will be provided.
- (9) Geyser – 1 Pc.

**FLOORING :**

- (1) Living Room, Kitchen, Bed Room, Passage will have 2' x 2' ceramic tiles.
- (2) Bathroom and W.C. will 1' x 1" anti skid ceramic tiles.
- (3) Daddo for kitchen will be up to 2' above platform.
- (4) Bath and W.C. will have wall tiles up to 7 ft. high.

**ELECTRICAL :**

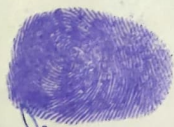
- (1) Copper concealed wiring will be done.
- (2) Anchor or similar make switches will be provided.
- (3) Living Room : 2 Light points, 1 Fan Point, 1 Telephone Point, 1.5mp points will be provided.
- (4) Bed Room : 1 Light point, 1 Fan point, 1.5 mp points will be provided.
- (5) Kitchen : 1 Light point, 1 Fan Point, 1 TV Point, 3.5/15 mp points will be provided.
- (6) Bathroom : 1 Light point
- W.C. : 1 Light point
- Wash Basin : 1 Light point



SIGNED AND DELIVERED by the ]  
 within named: THE OWNERS & DEVELOPERS ]  
 M/S. SAKAAR DEVELOPERS ]  
 Through its partner ]  
 Rajesh Tarachand Kothari ]

**FOR SAKAAR DEVELOPERS**  
*Rajesh*  
**Partner**

In the presence of ]  
*17 ज्युलिया 4912*  
*22. Manoj Patara*  
 SIGNED AND DELIVERED by the ]



with named: THE TENANT/OCCUPANT ]  
*S S Bhandodkar*  
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*17 ज्युलिया 19 4912*

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*22 Manoj Patara*