

पावती

Original Duplicate

Tuesday, December 04, 2012
3:48 PM

नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 9779 दिनांक: 04/12/2012

गावाचे नाव चारकोण

दस्तऐवजाचा अनुक्रमांक: बरल-5-9647-2012

दस्तऐवजाचा प्रकार : पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव ससीकला रामाकृष्णन नायर

नोंदणी फी रु. 9850.00

दस्त हाताळणी फी रु. 1000.00

पृष्ठांची संख्या: 50

एकूण: रु. 10850.00

आपणास हा दस्तऐवज अंदाजे 4:08 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

सह दु.नि.का बारीवली 5

बाजार मूल्य: रु.983000/-

मोबदला: रु.0/-

भरलेले मुद्रांक शुल्क : रु. 49150/-

सह दुय्यम निबंधक, बारीवली क्र. ५,
मुंबई उपनगर जिल्हा :

1) देयकाचा प्रकार: By Pay Order रक्कम: रु.9850/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 250297 दिनांक: 17/10/2012

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1000/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Other than all above Reasons : नोट - दि. 6/7/07

12. Hasited Delivery Date 10/12/12

HCIL E-Stamping

Receipt

(To be filled in by the client)

Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input checked="" type="checkbox"/> 2nd Party
Stamp Duty Amount	₹ 49,150/-
Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT <input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer
Challan DD/PO/CTR REF Account No	250298
Bank Name	BANK OF BARODA
Branch Name	Charkop
Signature with Seal	



AGREEMENT TO PROVIDE PERMANENT ACCOMMODATION

ARTICLES OF AGREEMENT made at Mumbai on this 18th day of October in the Christian Year Two Thousand Twelve.

BETWEEN NEO HOUSING AND INFRASTRUCTURE DEVELOPMENT LIMITED, a company duly incorporated under Company law 1956, having its registered office at 1 & 2, Satyadeep CHS. LTD., Chikuwadi, Borivali (West), Mumbai-400 092, hereinafter referred as "the DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its include its successors and permitted assigns) of the First part.

AND

SUMMERSET CO-OPERATIVE HOUSING SOCIETY LTD., a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/WR/HSG/TC/7145 of 1992-93, having its registered office at Plot bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067, represented by 1) Mr. Kantilal M. Jasani (the Chairman) 2) Mr. Gangadhar A. Shetty (the Secretary) and/or 3) Mr. Arun B. Mahamunkar (the Treasurer), hereinafter called "THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the Second Part

AND

MRS. SASIKALA RAMAKRISHNAN NAIR, of Mumbai Inhabitant residing at Flat No.001, Ground floor, in the Wing 'B' of Building known as Summerset Co-operative Housing Society Ltd., a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/WR/HSG/TC/7145 of 1992-93, having its registered office at Plot bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400 067, hereinafter collectively referred to as "THE MEMBER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the Third Part:

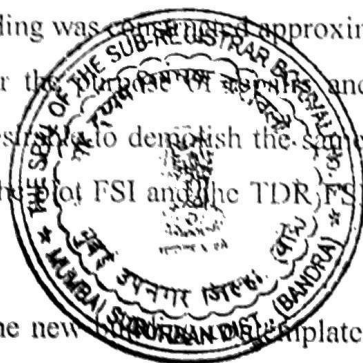
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WHEREAS:-

- a) The society herein is viz. **Summerset Co-Operative Housing Society Ltd.**, herein after referred to as the said society is registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. BOM/WR/HSG/TC/7145 of 1992-93, having its registered office at Plot bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 of Village Charkop, Taluka Borivli, Mumbai Suburban District and hereinafter for the sake of brevity and convenience referred to as the SAID PROPERTY and more particularly described in the First Schedule hereunder written.;
- b) The Society herein is seized and possessed of and well and sufficiently entitled to all that piece or parcel of land or ground bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 admeasuring 1752.9 sq.mtrs or thereabouts (said property) together with a building known as " SUMMERSET" admeasuring 18420.42 sq.ft built-up.
- c) The said building consists of Ground floor plus 4 upper floors consisting of 38 flats which have been allotted to and are occupied by the members in the building of the society (herein after referred to as the **existing building**). As on date hereof on the said property the entire FSI has been utilized in the existing building standing thereon.
- d) Under the provisions of the D.C. Regulations in vogue it is possible to construct additional area on the said land by utilizing FSI of other properties as well as by availing transferable development rights/ hereinafter referred to as "TDR-FSI";
- e) The said existing building was constructed approximately 20 years ago and requires huge cost for the repairs and maintenance and the society considers it desirable to demolish the same and reconstruct a new building by utilizing the plot FSI and the TDR FSI relating to and arising out of the said plot;
- f) The construction of the new flats using primary FSI of land i.e. "1" and purchase of FSI by way of TDR (maximum permissible area of the said plot);
- g) The society has received an offer letter from the Developers which has been discussed and accepted by the society in its Special General Body

TDR rights/	
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Meeting held on 10, October, 2009. A certified true extract of the Resolution passed by the Society in the aforesaid meeting is annexed hereto and marked Annexure "A".

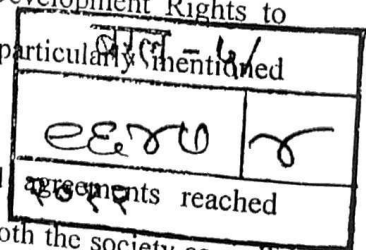
h) At the Special General Body Meeting of the Society held on 08th October, 2012 the Society has appointed 1) Mr. Kantilal M. Jasani (the Chairman) 2) Gangadhar A. Shetty (the Secretary) and/or 3) Mr. Arun B. Mahamunkar (the Treasurer) authorizing them to sign and execute and register Development Agreement, Power of Attorney and all other Documents in furtherance hereof. A certified true extract of the Resolution passed by the Society in the aforesaid meeting is annexed hereto and marked Annexure "B".

i) The Member/s herein is/are one of the Members of the society and as such Members, the said society issued in favour of the said members five shares of Rs.50/- each bearing Distinctive Nos.001 to 005 Share Certificate No.BB/001 (hereinafter referred to as the "Said Shares").

j) As such Members of the society, the Member/s is/are seized and possessed of Flat No.001 admeasuring 400 sq.ft. Carpet area of the society's building "Summerset" constructed on plot Plot bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 more particularly described in the Second schedule hereunder written (hereinafter referred to as the "said Existing Flat");

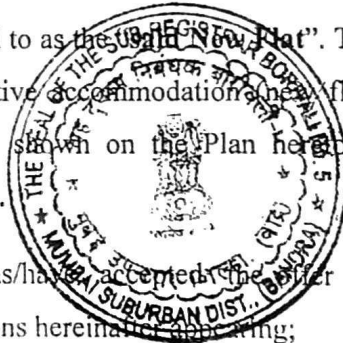
k) Whereas by a Development Agreement dated 9th October,2010 (said Development Agreement) registered with the Sub-Registrar, Borivali, MSD on 18/10/2010 under Sr. No. BDR16-00115-2010 between the society herein, therein referred to as Party of the First Part all the Members of the society therein referred to the Existing Members of the Second Part and Developers herein, the then called the Developers of the Third Part, the Society and the Existing Members granted the Development Rights to Developers to Develop the said property more particularly mentioned in the schedule therein written.

l) Whereas to cover the understandings and agreements reached subsequent to the date of development agreement both the society as well as the developers have executed Supplemental Agreement (said supplemental agreement) dated 15th October, 2012 registered with the Sub-Registrar, Borivali, MSD on 15th October, 2012 under Sr. No. BDR6-08494-2012.



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- m) The Brihanmumbai Mahanagarpalika sanctioned the Building Plans and issued the IOD dated 8th October, 2010 under NO.CHE/A-4947/BP(WS)/AP is annexed hereto and marked **Annexure "C"** for the construction of the proposed building and in accordance therewith the Developers became entitled to construct the buildings in accordance with the approved Plan on the Plot more particularly described in the Schedule hereunder written by demolishing the existing building.
- n) While Approving the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and the said building/s and upon due observance and performance of which only the Commencement Certificate and Occupation certificate in respect of the said building/s shall be granted by the concerned local authority.
- o) By virtue of the terms of the Development Agreement and supplemental agreement, it is obligatory for the existing members to vacate his/her/their respective flats in the existing building. The said member herein is/are on date using 400 square feet carpet area. The Developers shall provide to the Member/s herein a new flat bearing Flat No.103 on First floor having area equal i.e 400 square feet carpet of the existing flat plus additional carpet area of 150.75 square feet (being 37.5% of existing carpet area) in whole aggregating to 550.75 square feet Carpet area Free of Cost and on ownership basis as permanent alternate accommodation in the new building to be constructed on the said property which is more particularly described in the Third schedule hereunder written and hereinafter referred to as the **"Said New Flat"**. The Plan showing the exact Permanent alternative accommodation (new flat) to be provided to the Member herein is shown on the Plan hereto annexed and ~~marked as~~ ANNEXURE "D".
- p) The Member/s has/have accepted the terms and conditions hereinafter appearing;



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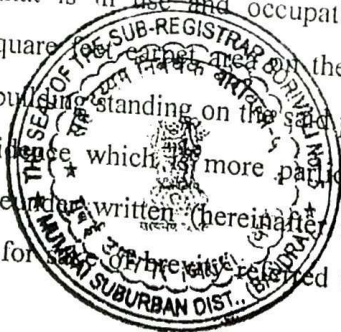
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. All the parties agree and confirm that the recitals appearing hereinabove form integral part of this Agreement as if the same are set

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out in the body of the Agreement and all the parties hereto deemed to have recorded, repeated and confirmed the recitals appearing hereinabove. The recital shall be treated as the integral and operative part of this agreement.

2. The Member/s hereby confirms and consents that as on date the said existing building of the Society is very old and is in a damaged and dilapidated conditions.
3. The Member/s further confirms and consents that the Society has agreed to permit the Developers to develop the said property by virtue of the terms of the Agreement for Development dated: 9th October, 2010 and supplemental agreement dated 15th October, 2012. The Developers shall develop the said property by demolishing the existing building and by constructing a new building at their own costs, charges and expenses and by utilizing the maximum permissible FSI and also TDR FSI from out of the Development rights certificate to be obtained by the Developers in the name of the society. On the execution of these presents, the Member/s has/have granted consent in favour of the Developer for taking required permissions and sanction of plan and specifications from the Municipal Corporation and other authorities.
4. The Member declares and confirms that he/she is Member of the Society and is holding five shares of Rs.50/- each bearing Distinctive Nos. 001 to 005 (both numbers inclusive) issued under Share Certificate No.BB/001 (hereinafter referred to as "the said Shares") by the Society and in consequence to that is in use and occupation of the Flat No.001 admeasuring 400 square feet carpet area on the Ground floor in the B wing of the existing building standing on the said property and is using the same for his/her residence which is more particularly described in the Second schedule hereunder written (hereinafter referred to as the said existing Flat No.001 for brevity referred to as "the said existing flat").
5. Under the terms of the said Development Agreement dated: 9th October, 2010 and supplemental agreement dated 15th October, 2012, the Developers have agreed to provide the existing Member herein, one flat in the proposed new building bearing Flat No.103 on First floor having



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i.e 550.75 square feet carpet area of free of cost and on ownership basis as permanent alternate accommodation in the new building to be constructed on the said property which is more particularly described in the Third schedule hereunder written and hereinafter referred to as the "said New Flat".

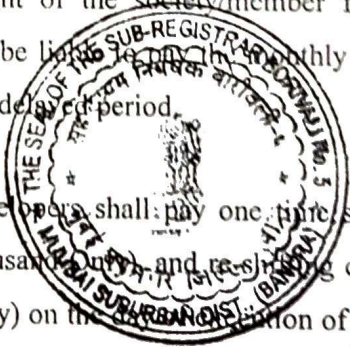
6. The developers accept that the proposed new building to be constructed on the said property will comprise of Stilt and 21 upper floors. Each floor to be constructed on the newly constructed building will consist of two flats for the existing members and two flats for resale purpose of the developers (Developers flat/shop) on each floor.

7. The Developers will not be liable to pay any deposit for Temporary Accommodation to the existing Members, however, the Developers will provide a sum of Rs.50/-(Rupees Fifty only) per sq.ft to each of the existing member (i.e their existing built-up area) license fee per month, who will find their own temporary accommodation and vacate the said premises within 60 days on obtaining IOD. The aforesaid money will be paid in two installments. Eleven months advance cheque will be paid while vacating the said premises and on obtaining IOD and balance amount will be paid after completion of 10 months.

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rent to the member	

8. The said liability of the Developers to pay the monthly rent to the member shall be continued till the Developers complete the construction of the new building and offer the possession of the new flat to the member. Without prejudice the right of the society/member for the delayed period the Developers shall be liable to pay the monthly rent with 10% increase for every six months delayed period.

9. Further the Developers shall pay one time shifting cost of Rs.10,000/- (Rupees Ten thousand only) and re-shifting cost of Rs.10,000/- (Rupees Ten thousand only) on the occasion of these presents. The Income Tax if any, on this presents and/or compensation shall be borne exclusively by the Member herein and neither the Society nor the Developers shall be responsible or liable for any liabilities arising on the said present and/or compensation amount.



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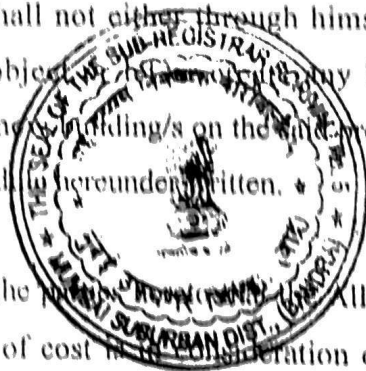
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said existing flat and that he/she is and shall during the subsistence of this agreement be in position to give vacant and peaceful possession thereof to the Developers as aforesaid. The Member is aware that upon such representation, the Developers have executed these presents in favour of the Member herein alone.

17. The Member agrees to vacate and hand over vacant and peaceful possession of the said existing flat occupied by him/her to the Developers within 60 days from the Execution hereof. The Member has no objection whatsoever, in the Developers developing the said property by demolishing the said existing flat including the entire existing structure on the said property. However on vacating the flat, the keys of each such member shall be handed over to the Developers.

18. The Developers have agreed to construct new building as per plans to be sanctioned by the M.C.G.M. of the said new building on the said property more particularly described in the Schedule hereunder written and strictly in accordance with the development agreement and supplemental agreement. The Member has agreed and undertaken not to raise any objection of any nature whatsoever and the Member has further agreed and undertaken to co-operate with the Developers in the matter of construction of the said proposed building and for that purpose to sign further letters of no objection or consent as and when required or demanded by the Developers or by the Municipal Corporation of Greater Mumbai, or any other public body authority. The Member agrees that she/he shall not either through himself/herself or through servants or agents object or in any way hinder or cause any hindrance whatsoever for construction of new building/s on the said property more particularly described in the Schedule hereunder written.



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19. It is agreed between the parties that the Member shall be allotted of said new Flat to the Member Free of cost in consideration of the giving up all his rights, title and interest in lieu of his/her surrendering the occupation of the said existing flat in the building standing on the said property.

20. The Developers have agreed to provide amenities in the building and to the said new flat as per the list annexed herewith as Annexure "E". The

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developer at his own cost shall get the necessary structural sanctions / approvals and install appropriate stairs as per MCGM specifications / requirements.

21. The Member is aware that prior to the commencement of the construction of the said building/s it will be necessary for the Member to deliver vacant and peaceful possession of the said existing flat now in his/her occupation to the Developers to enable the Developers to demolish the said existing building on the said property.

22. The Member has to find on his/her own the temporary alternative accommodation of his/her choice. It is not at all the responsibility of the Developers to find the alternative accommodation for the member.

23. The Developers hereby agrees to complete construction of the said new Building within the period of 24 calendar months from the date of obtaining commencement certificate from Municipal Corporation of Greater Mumbai. In event of failure to complete the constructions work within the said period of 24 months the Developers shall be granted the grace the grace period of 6 month by the society. The members herein hereby agree that if the possession is delayed due to :

- i) war, civil commotion or act of God affecting the said property;
- ii) any notice, order, rule, notification of the Government affection the development in respect of the said property;

In that event the period of possession will automatically and accordingly stand extended.

24. The Member do hereby agree and undertake that he/she shall not hereinafter create any third party right or part with the possession of the said new flat/s or existing flat or any part thereof and/or of this agreement and/or of the said existing flat and the said shares in any manner without the prior consent in writing of the society.



Accordingly	
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25. The Developers agree that on the completion of the construction of the said new building, the Developers shall call upon the Member to occupy his said new flat. by written notice, within 30 days from the receipt of the notice. The notice shall be served upon the Society /

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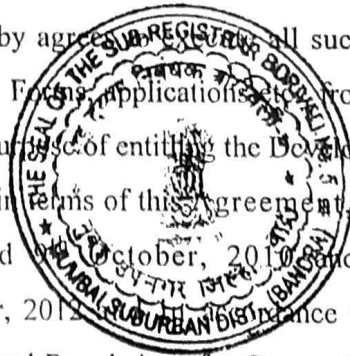
Members on the address furnished by them for the same. The Society/Members undertakes to intimate in writing the address to which such notice is to be dispatched by the Developers. The Member shall be deemed to have taken possession of the said new flat on the 30th day of such notice irrespective of whether Member has taken physical possession of the said new flat or not. It is specifically agreed by the Developers that after the members occupy their respective new flats, the Developers shall pay and/or shall be liable to pay the monthly maintenance charges and all the outgoings in respect of the members new flats till the Developers obtain the occupation certificate and till then the members shall not be liable to contribute for monthly outgoings such as maintenance charges, property tax, water charges, salary to watchman and sweepers etc.

26. The Member shall before taking possession of the said flat deposit the sum as may be demanded by the Society at that time as security deposit with the Society towards the outgoings, taxes and other charges that may be payable by the Member in respect of the said new flat.

27. It is agreed by and between the parties hereto that this agreement is executed by the parties hereto in pursuant to the said Agreement for Development dated: 9th October, 2010 and supplemental agreement dated 15th October, 2012 with a view have the confirmation of the Member and to provide the said new flat in lieu of the existing flat. All the terms and conditions of the Development agreement dated 9th October, 2010 and supplemental agreement dated 15th October, 2012 shall be binding on all the parties hereto.

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28. The Member hereby agrees to execute all such papers and documents, and sign all plans, Forms, applications etc. from time to time as may be necessary for the purpose of entitling the Developers to avail of the benefit of FSI / TDR FSI in terms of this agreement, the said Development Agreement dated 9th October, 2010 and supplemental agreement dated 15th October, 2012 in accordance with the provisions of the Development Control Regulations for Greater Mumbai 1991 and in terms of the Development Rights Certificates being obtained by Developers.



29. The Member with intention to bind himself and all persons into whomsoever hands the said new flat come and his/her/theirs successors-in

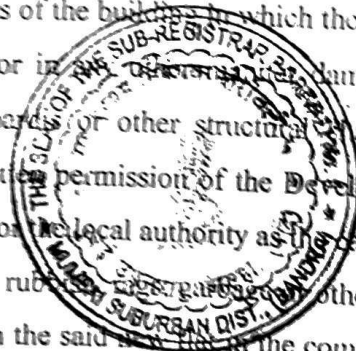
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clauses doth hereby covenant with Developers as follows:

- a) To maintain the said new flat at Members cost in good and tenantable repair and condition from the date of possession of the said new flat being taken by him/her and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building or any part of the building in which the said new flat is situated which may be against the rules, regulations, bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said new flat is situated.
- b) To carry out at his/her/their own cost, all internal repairs to the said new Flat and maintain the said flat in the same condition, state and order in which they were delivered by the Developers to the Members and in tenantable repair and shall not do or allow or suffer to be done anything in the said new Flat is situated, or carry out the repairs and changes in the said new Flat which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which may endanger the Flat above or below the said new Flat. In the event of the Member herein committing any act in contravention of the above provision the Member shall be responsible and liable for the consequences thereof to the concerned local authority and /or public authority.
- c) Not to demolish or cause to be demolished the said new flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said new flat or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said new flat is situated and shall keep the said new flat, sewers, drains, pipes in the said new flat and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the said new flat is situated and shall not chisel or in any way damage columns, beam, wall, slabs, or RCC parts or other structural changes in the said new flat without prior written permission of the Developers and /or society or the limited company or the local authority as the case may be.
- d) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said new flat in the compound or any portion of the said property and the building in which the said new flat is situated.
- e) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and / or Government and /or other public Authorities.



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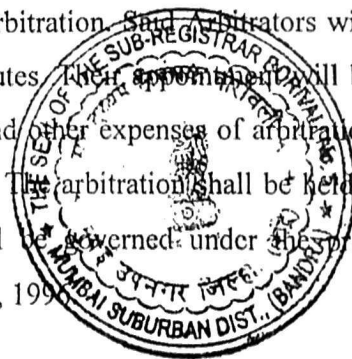
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f) The Member shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the new Flat therein and for the observation and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Member herein shall also observe all the stipulations and conditions laid down by the society /limited company regarding the occupation and use of the said new flat in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

30. The Member shall not use the said new Flat or permit the same to be used for any purpose whatsoever other than the purpose for which it is allotted or allowed by the Municipal Corporation nor for any other purpose which may or is likely to cause hindrance/annoyance to the occupiers of the other premises in the said new building/s or to the occupiers of the neighboring properties nor for any illegal or immoral purposes.

31. The Member shall have right to sale and/or transfer his/her/their existing/new flat premises to any third party during the development period with the consent of the society.

32. All disputes or differences whatsoever which shall at any time i.e. during the execution of the contract or performance thereof till total completion of the contract, between the parties hereto concerning the works shall be effected by an arbitration. Said Arbitrators will have all the powers to resolve the disputes. Their appointment will be binding on all the parties and fees, cost and other expenses of arbitration shall be borne equally by both the parties. The arbitration shall be held in Mumbai. The arbitration proceedings will be governed under the provisions of Arbitration and Conciliation Act, 1996.



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33. The stamp duty, on this instrument shall be paid by the Developers and member herein in equal proportion.

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THE FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO

All that piece or parcel of land or ground bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 Village Charkop, Taluka Borivli, admeasuring 1752.9 sq.mtrs or thereabouts (said plot) together with a building known as " SUMMERSET" admeasuring 18429.42 sq.ft built-up. The said plot is bounded as follows

On or towards the North: by plot bearing CTS No. 416

On or towards the South: by plot bearing CTS No.411

On or towards the East: partly by plot bearing CTS No 401 and Partly by CTS No.402

On or towards the West: partly by plot bearing CTS No 417 and Partly by CTS No.414 and partly by plot bearing CTS No. 412.

SECOND SCHEDULE OF PROPERTY REFERRED HEREIN:

Existing Flat No.001 admeasuring 400 sq.ft. carpet area in the building known as Summerset situated on land bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 of Village Charkop, Taluka: Borivli, Mumbai Suburban District, within the Registration Sub-District of Mumbai city and Mumbai Suburban.

THIRD SCHEDULE OF PROPERTY REFERRED HEREIN:

Flat No.103 on First floor having 550.75 square feet carpet in the proposed building to be constructed on land bearing C.T.S No. 415, Survey No. 2, Hissa No.9, Charkop, Kandivali (West) Mumbai 400067 of Village Charkop, Taluka: Borivli, Mumbai Suburban District, within the Registration Sub-District of Mumbai city and Mumbai Suburban.

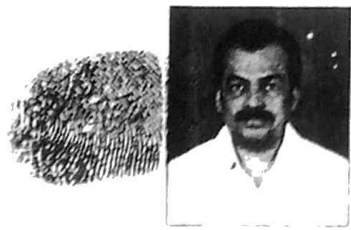
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2017 Shetty 

The Common Seal of)
 the withinnamed "the Developer")
NEO HOUSING AND INFRASTRUCTURE)
DEVELOPMENT LIMITED)
 has hereunto been affixed pursuant)
 to the resolution passed at its)
 Board Meeting held on 27-9-12)
 authorizing its Director)
 Mr. Gopalkrishna P. Shetty)
 to execute these presents,)
 who have signed these presents)
 in the presence of)



For Neo Hsg. & Infrastructure Dev. Ltd

G.P. Shetty
 Director / Managing Director

1. N.R.S.
2. *[Signature]*

COMMON SEAL of the withinnamed)
 "Society")
SUMMERSET CO-OPERATIVE)
HOUSING SOC LTD.,)
 been hereunto affixed pursuant to the)
 Resolution passed by the Members at)
 its Special General Body Meeting)
 held on 8th October, 2012 authorising)
 Mr. Kantilal M. Jasani (the Chairman))
 Gangadhar A. Shetty (the Secretary))
 and/or)
 Mr. Arun B. Mahamunkar (the Treasurer))
 to execute these presents, who have signed)
 these presents in the presence of)



1. N.R.S.
2. *[Signature]*



बरल - ५/	
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SIGNED SEALED AND DELIVERED

by the withinnamed "MEMBER/S"

MRS. SASIKALA RAMAKRISHNAN NAIR

in the presence of

1. W.R.N.

2. Rishi



[Faint circular stamp]
W. R. N.

W. R. N.



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RECEIPT

RECEIVED of and from the withinnamed Member the sum of Rs.3,93,748 - (Rupees Three Lakhs Ninety Three Thousand Seven Hundred Forty Eight Only) being the consideration paid by Developer NEO HOUSING & INFRASTRUCTURE DEVELOPMENT LIMITED to the Member under these presents for license fee for 11 months in advance & Corpus Fund. And Shifting & Reshifting cost of Rs.20,000/- (Rupees Twenty Thousand only).

Cheque No.	Date	Bank	Branch	Amount
360490	16.10.2012	State Bank of India	Verseva Branch, Andheri West.	Rs.3,93,748 -
			TOTAL	Rs.3,93,748 -

I SAY RECEIVED



Mrs. Sasikala R. Nair

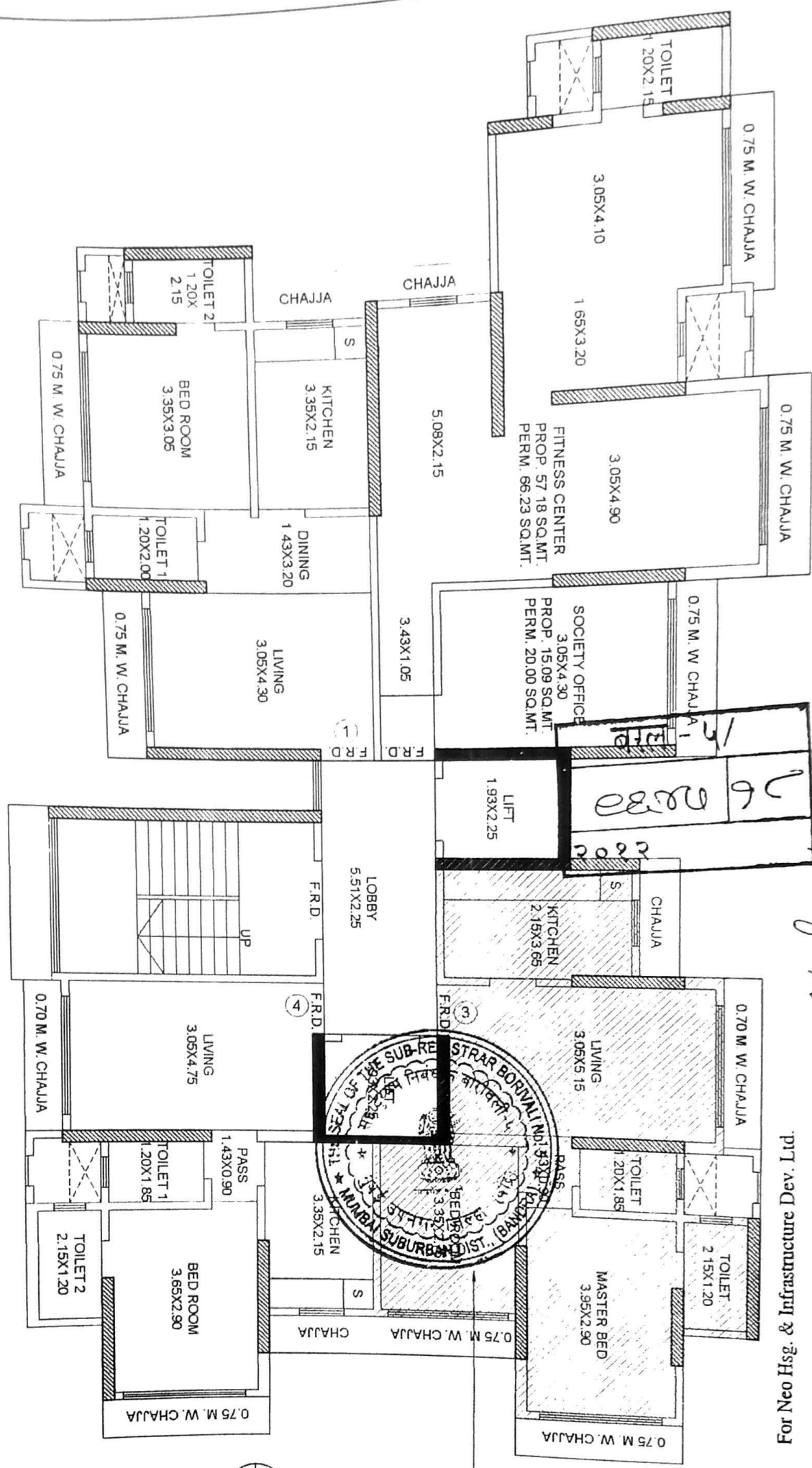
WITNESSES

1. N R 

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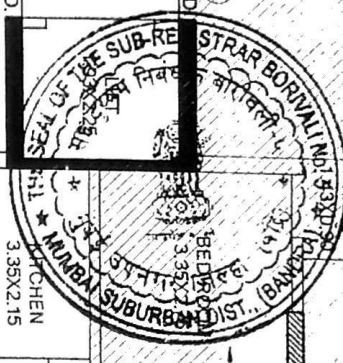


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Handwritten notes: 26/08/80, 2800

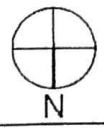
Handwritten signature: K. Sankar



For Neo Hsg. & Infrastructure Dev. Ltd.

Director / Managing Director

1ST FLOOR PLAN
SCALE 1:100



FLAT NO. 103
MRS. SASIKALA R. NAIR

PROPOSED BUILDING ON PLOT BEARING C.T.S.NO. OF VILLAGE - CHARKOP, DIVALI (W), MUMBAI.

NAME ADDRESS OF C.A. M/S NEO HOUSING & INFRASTRUCTURE DEVELOPMENT LIMITED, 1 & 2, SATYADEEP CHS LTD CHIKIWADI, BORIVALI (W) MUMBAI	NAME ADDRESS OF CONTRACTOR SUMMER SET CHS LTD CHARKOP, VILLAGE - CHARKOP, DIVALI (W), MUMBAI	NAME ADDRESS & SIGNATURE OF ARCHITECT TANGENTS design cell 41, URBAN PLANNING NAGAR, DIVALI (EAST), MUMBAI - 400018
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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/ A-4947/BP(WS)/AR of

24 SEP 2012

To,
Shri Prashant Sukhatankar,
Architect.

जयशंकर एंटीकॉन्स्ट्रक्शन्स प्राइवेट लिमिटेड
महाराष्ट्र एंटीकॉन्स्ट्रक्शन्स प्राइवेट लिमिटेड, ए.ए.सी. कॉम्प्लेक्स,
२०, मुंबई-४००००१, पोस्ट ऑफिस बॉक्स नं. १००००१,
कांदिवली (पश्चिम), मुंबई-४००००१

Sub : Proposed Re-development of existing bldg. on plot bearing C.T.S. No. 415 of Village Charkop, at Kandivali (West), Mumbai.

Ref : Your letter dated 12.09.2012.

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) All the objections of this office Intimation of Disapproval under No. dt. 08.12.2010 shall be applicable and should be complied with.
- 2) That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Certificate.
- 3) That the revised P.C.C. design and calculation should be submitted.
- 4) That the Revised Drainage approval shall be obtained before C.C.
- 5) That all the payments should be paid before C.C.

One set of approved/certified plan is returned to you with a token of approval.

बिल - ५/८	
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Yours faithfully,

Encl.: 1 set of plan.

sd-
Executive Engineer Bldg. Propls.
(W. S.) R' Ward.

No. CHE/A-4947/BP/WS/AR of

Copy to : 1. Owner: Summerset C.H.S. Ltd., C.A. to Owner
M/s. Neo Housing & Infrastructure Development
Ltd.

2. Asstt. Commissioner R/Central,

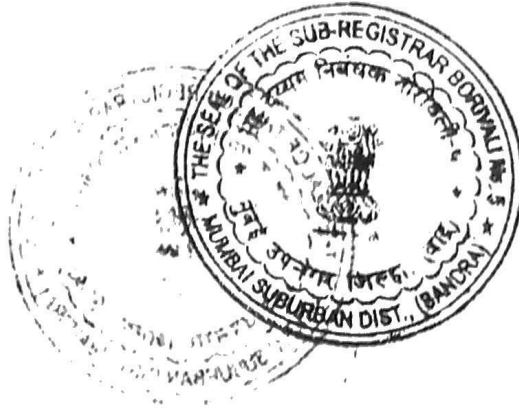
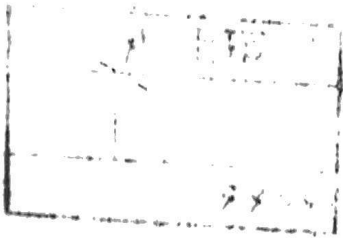
3. A.E.W.W. 'R/Central'

For information please.

24 SEP 2012

~~14/11/11~~
24/9/11
E.E.B.P. (W.S.) 'R' Ward.
E.E.

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Form 346
88

महाराष्ट्र नगरपालिका (प्रस्ताव) पत्र रीति
के अन्तर्गत नगरपालिका कार्यपालिका
द्वारा जारी शिफ्ट नं. १५३-२००७

THIS (O.D.) NO. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CELLING AND REGULATIONS ACT 1971

in replying please quote No.
and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

8 DEC 2010

CHS/A-4947/DP (WS) /AP
No. XXXXXXXXXXXXXXXXXX

2010-2011
of XXXXXXX

MEMORANDUM

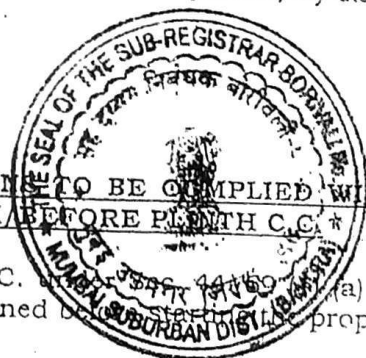
Municipal Office,
Mumbai200

Owner - ~~Summerset CHS Ltd.~~

~~C.A. to Owner~~ M/s. Neo Housing & Infrastructure Development Ltd.

With reference to your Notice letter No. 9053 dated 22/11/2009 and delivered on
200 and the plans, Sections Specifications and Description and further particulars and
details of your buildings at ~~Summerset C.H.S. Ltd.~~ ~~200~~ and the plans, Sections Specifications and Description and further particulars and
to me under your letter dated 200 have to inform you that I cannot approve the building
or work proposed to be done for ~~Summerset C.H.S. Ltd.~~ ~~200~~ in Mumbai, your, under Section 346 of
the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

~~Proposed Re-development of existing Bldg. known as Summerset C.H.S. Ltd. 200~~
~~to be done for Summerset C.H.S. Ltd. 200 in Mumbai~~



बरल - ५/
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A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING
THE WORK/BEFORE PLANTH C.C.

1. That the C.C. (a) of the M.R.T.P. Act will not be obtained before proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.

TRUE COPY OF THE PLAN APPROVED BY M.M.C.
UNDER NO. CHS/A-4947/DP (WS)/A/P/B
DATE 24.12.2012
FOR M/S. TANGENTS

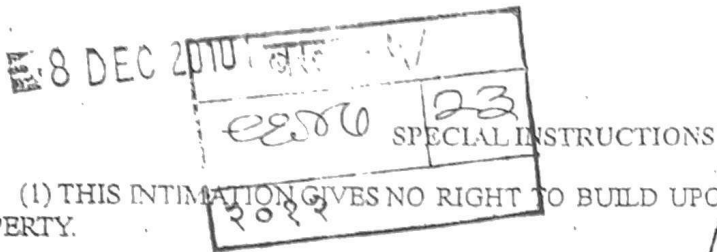
() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of ~~17~~ DEC 2011 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

— S d —
Executive Engineer, Building Proposals,
Zone, R/S Wards.



(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON THE GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 68 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following

"Every person who shall erect as new domestic building shall cause the slope of the ground so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.

"(c) Not less than 92 ft. () meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

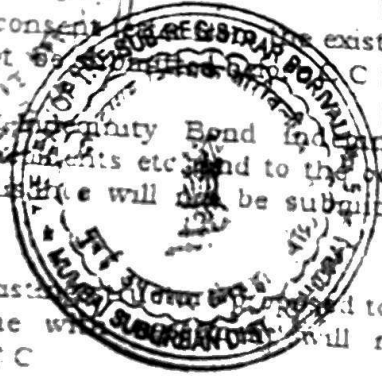
(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

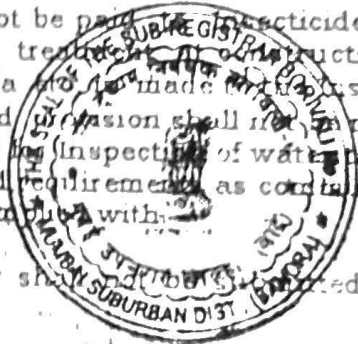
Attention is drawn to the notes Accompanying this Intimation of Disapproval.

- 4) That the specification for layout/D P.road/or access roads/ development of setback land will not be obtained from E.E.Road Construction(W.S.)Z-IV before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D) of W.S.Z-IV/E.E.(T & C) before submitting B.C.C.
- 5) That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
- 6) That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C
- 7) That the sanitary arrangement for workers shall not be carried as per Muni Specifications and drainage layout will not be submitted before C.C
- 8) That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M before C.C.
- 9) That the agreement with the existing tenant alongwith the plans will not be submitted before demolition of existing structure
- 10) That the consent of existing tenants for the proposed building will not be submitted before C.C
- 11) That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc and to the occupiers and adjoining properties regarding no nuisance will be submitted before C.C/starting the work
- 12) That the existing structure to be demolished or necessary Phase Programme will not be submitted approved before C.C
- 13) That the requirements of N.O.C of E.E (S.W.D)/E.E (SEW)/E.E. (W.W)/C.F.O will not be obtained before requesting for C.C and the requisition will not be complied with before occupation certificate / B.C.C
- 14) That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.



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- 15) That the No dues Pending Certificate from A E (W W)P/3outh shall be submitted before C.C.
- 16) That the N.O.C. from A A & C. (R/S) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
- 17) That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- 18) That the regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
- 19) That the development charges as per M R T P. Act (Amendment) Act 1992 will not be paid before C.C.
- 20) That the C.T.P. Plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
- 21) That the provision from Reliance Energy Ltd./M.T.N.L. shall not be made.
- 22) That to appoint private pest control agency for anti laval treatment monitored by Insecticide Officer before requesting for C.C.
- 23) That the P.C.O. Charges shall not be paid before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria and provision shall not be made as and when required by Insecticide officer for inspecting of water tanks by providing safe (and stable ladder etc, and requirements as communicated by the Insecticide Officer shall not be complied with.
- 24) That the Janata Insurance Policy shall not be submitted before
- 25) That the requisitions of clause 45 & 46, of DCR 91 shall not be complied with and records of quality of work, verification report, etc shall not be maintained on site till completion of the entire work.
- 26) That the NOC from society alongwith extract of general body resolution for development, addition & alteration shall not be submitted before C.C.
- 27) That the regd U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.



Handwritten notes and signatures in a box, including '23' and '24'.

8 DEC 2010

THIS IS A COPY OF THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1973

Handwritten signature and date: 12/12/10

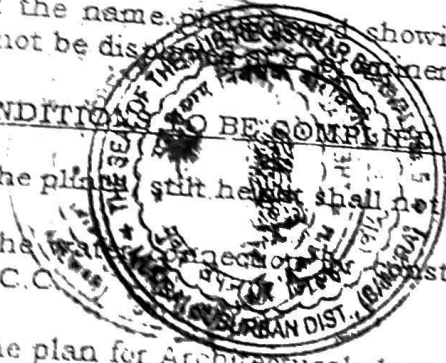
- 28) That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 29) That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 30) That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 31) That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
- 32) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mtrs.
- 33) That the necessary arrangement for bore well water shall not made and necessary certificate from Ground Water Survey Department Authority (GSDA) before requesting for C.C.
- 34) That the work shall be carried out between sunrise and sunset.
- 35) That the name of the building showing Plot No., Name of the Bldg. etc. will not be displayed in prominent place before O.C.C./B.C.C.

B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

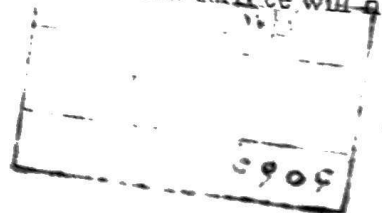
- 1. That the plan for split heater shall not be got checked by this office staff.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projections beyond proposed building line will not be submitted and got approved before C.C.

C. GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- 36) That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6 1978.
- 37) That 3.05 mt wide paved pathway upto staircase will not be provided.
- 38) That the surrounding open spaces, parking spaces and terrace will not be kept open.



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39) That the name plate/board showing Plot No., Name of the Bldg. etc will not be displayed at a prominent place before O.C.C./B.C.C.

40) That carriage entrance shall not be provided before starting the work.

41) That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.

42) That the non-agricultural permission/revised N.A. shall not be submitted before occupation.

43) That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.

44) That final N.O.C. from H.E.(Deptt.)/ E.E. (S.W.D.) / C.F.O./E.E. (sew) shall not be submitted before occupation.

45) That final N.O.C. from A.A. & C. R/S shall not be submitted before occupation.

46) That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.

47) That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system of the residential part of the building will not be affected.

48) That the debris shall not be removed before submitting B.C.C.

49) That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.C. Act till work completed on site.

50) That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of C.O. office with a provision of safe and stable ladder.

51) That Site Supervisor certificate for quality and completion of the work shall not be submitted in prescribed format.

52) That some of the drains shall not be laid internally with C.P. Pipes.



UNDER NO. CHC 84947/BP (WS)/A/P/

DATED 24/9/2012

D - CONDITIONS TO BE COMPLIED WITH BEFORE FOR S. TANGENTS

1. That certificate under Sec. 270A of B.M.C Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

THIS I.O.B. /C.C. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATION ACT 1976

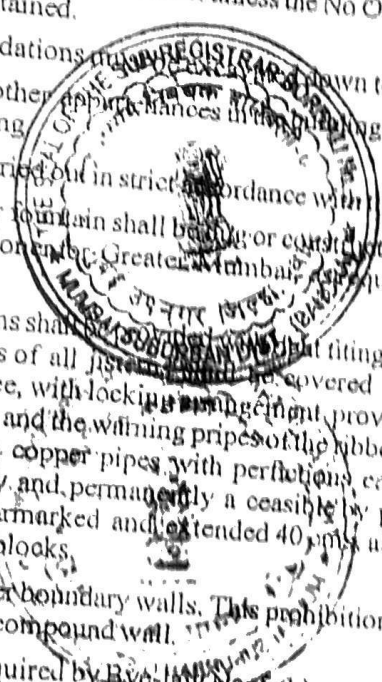
5.8 DEC 2010

EXECUTIVE ENGINEER, 5 BUILDING DEPARTMENT (WS) & W

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (b) (II) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on whom stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be taken down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner, Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be fitted with mosquito proof covers made of wrought iron plates or hinges. The manholes of all sizes shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screw on highly serving the purpose of a lock and the wiring pipes of the gutter pressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceiling by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- Louvres should be provided as required by Bye-law No. 5 (b).
 - Lintels or Arches should be provided over Door and Window opening.
 - The drains should be laid as require under Section 234-1 (a).
 - The inspection chamber should be plastered inside and outside.
- If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



Date 6/	
28/10	25
City Engineer	

8 DEC 2010

COPY TO LICENSED SURVEYOR

Executive Engineer
 EXECUTIVE ENGINEER
 MUNICIPAL CORPORATION (W.S.)

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purpose. Failing this, it will be presume that Municipal tap water has been consumed on the construction work and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffolding, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department
- (9) No work should be started unless the structural design is approved,
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non-water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act 1948 and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalt lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any, should be unobstructed under the proposed works. APPROVED BY M.M.C. TAMBURDADE (N.D.) A-4947
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass piece at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed along the boundary line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

बरल - ५/	
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ANNEXURE "A"

SUMMER SET CO-OP. HSG. SOC. LTD.

BOM/WR/HSG/TC/7145 of 1992-93

Plot No. 415, M.G.Road, Charkop Village, Kandivali W, Mumbai - 67.

**CERTIFIED EXTRACT OF THE RESOLUTION PASSED BY
THE MEMBERS IN THE SPECIAL GENERAL MEETING OF
THE SOCIETY HELD ON 10TH OCTOBER, 2009**

"RESOLVED THAT M/S. NEO HOUSING AND INFRASTRUCTURE DEVELOPMENT LIMITED, a public limited company, incorporated under the Companies Act, 1956, having its Registered office at: 1 & 2, Satyadeep CHSL., Chikwadi, Borivali (West), Mumbai-400 092, be and is hereby appointed as a developer for Re-development of the building of the Society.

RESOLVED FURTHER THAT the Managing Committee of the Society, be and are hereby authorised to do all such acts, deeds, matters things and deal/negotiate with the aforesaid developer for re-development of the building of the Society.

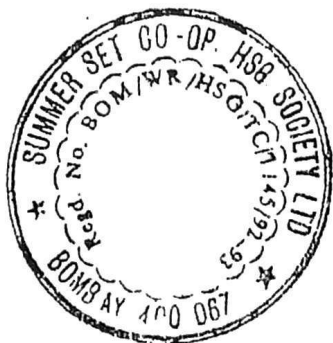
RESOLVED FURTHER THAT the Society by its Secretary and/or President be and are hereby authorised to execute such letters, declarations, agreements, and papers on behalf of the Society as may be required for the aforesaid matters.

RESOLVED FURTHER THAT the flats will be allotted to the existing members of the Society by lottery draw."

All these resolutions passed unanimously

For Summer Set CHS Ltd.

K.M. Jasani
[Signature]
Secretary



बाल-4/	
२२४०	३०
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SUMMER SET CO-OP HSG SOCIETY LTD.

(Regd.No BOM/WR/HSG/TC/7145/92-93)

Plot No.415, Charkop Village, Kandivali (West), Mumbai -400067

CERTIFIED EXTRACT OF THE RESOLUTION PASSED BY THE MEMBERS IN THE SPECIAL GENERAL MEETING OF THE SOCIETY HELD ON 8TH DAY OF OCTOBER, 2012

RESOLVED UNANIMOUSLY THAT The Members and The Society have appointment: 1) Mr. Kantilal M. Jasani (the Chairman) 2) Mr. Gangadhar A Shetty, (the Secretary) and/or 3) Mr. Arun B Mahamunkar (the Treasurer), authorizing them to sign and execute, lodge and register Supplemental Agreement and Permanent Alternate Accommodation Agreement and all other Documents and to represent before Registrar, Sub-Registrar, Government, Semi Government or Municipal authority on behalf of the Society in furtherance of Redevelopment of the said property.



Proposed by Satish Gokulnath Chaturvedi
Seconded by Priyanka Pravin Kalchavkar
Passed unanimously

वसल - 4/	
२३४०	३९
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For SUMMERSET CO OP HSG SOCIETY LTD

K. M. Jasani
G. A. Shetty
A. B. Mahamunkar
CHAIRMAN/SECRETARY/TREASURER





**NEO HOUSING AND INFRASTRUCTURE
DEVELOPEMENT LIMITED**

1 & 2, Satyadeep CHS. LTD., Chikwadi Borivali (W), Mumbai - 400 092. Tel.: (022) 2833 2655 / 2899 7038 • E-mail: neohidl@gmail.com

Ref. No. _____

Date: 27.9.2012

Copy of Resolution passed at the Meeting of the Board of Directors held on 27th September, 2012 at its registered office.

Resolution No. 2 :- Authority to sign the documents.

“RESOLVED THAT Mr. Gopalkrishna P. Shetty, Managing Director, of the company, be and is hereby authorized to sign and execute the deeds and documents, pertaining to Supplemental Agreement, Alternate Accommodation Agreements, Agreement for Sale, Allotment of Flat/Shop premises in SUMMER SET CHS LTD, on behalf of the company.

“RESOLVED FURTHER THAT Mr. Gopalkrishna P. Shetty is also authorized to present the above said deeds and documents and appear before the registrar of Assurance.”

For Neo Hsg. & Infrastructure Development Ltd

Ms. P. Shetty
Director/Managing Director



MS

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ANNEXURE - F

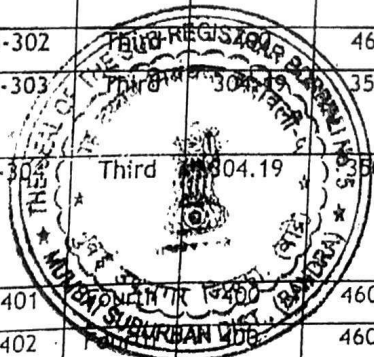
NEW CARPET AREA 1.2 15% (EXCLUDING FLOWER BED ETC)

Names of Members	New Flat No.	Floor	Carpet Area	New Carpet Area
1) Mrs. Nair	B-001	Ground	400	460
2) Mrs. Jayshree D Pattni and Anr	B-002	Ground	400	460
3) Miss. Neetu Makhija	B-003	Ground	304.19	350
4) Mrs. Jyotiben Ramchand and Anr	B-004	Ground	304.19	350
5) Mr. P. Paulson	B-101	First	400	460
6) Mrs. Lata D. Baua and Dinesh J. Baua	B-102	First	400	460
7) Kantilal. M. Jasani, and Chandrika Kantilal Jasani	B-103	First	304.19	350
8) Mr. Shahikant Gajanan Patil and Rashmi Shashikant Patil	B-104	First	304.19	350
9) Mrs. Agnes Dais	B-201	Second	400	460
10) Mrs. Sobha P. Dave and Kapil P. Dave	B-202	Second	400	460
11) Mr. Arun B. Mahamunkar and Mrs Seema Arun Mahamunkar	B-203	Second	304.19	350
12) Mr. Pankaj R. Bhatia and Mrs Neeta P. Bhatia	B-204	Second	304.19	350
13) Mr. Daryl Anthony Fernandes and Mrs Olivia Fernandes	B-301	Third	400	460
14) Mr. Sachin A. Rawal	B-302	Third	304.19	350
15) Mr. B. J. Thakkar and Mrs Alpa B. Thakkar	B-303	Third	304.19	350
16) Mrs. Sunita S. Wayadande, and Mr Subhash Jaisingh Waydande	B-304	Third	304.19	350
17) Mrs. Neela. Bharat Vyas	B-401	Fourth	523.88	603
18) Mrs. Kokila Sanjay Joshi	B-402	Fourth	523.88	603
19) Mr. Ayaz Versey	B-403	Fourth	523.88	603



बदर-१६
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बदर-५/
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K. M. Patil
Shetty
Patil
K. M. Patil

20) Mrs. Sushila J. Shah,	A-005	Ground	304.19	350
21) Dr. Shyam K. Mehrotra	A-006	Ground	304.19	350
22) Mr. Raymond Paul Rodricks	A-007	Ground	400	460
23) Mrs. Asha Ramesh Arya	A-008	Ground	400	460
24) Mr. Jitendra Maneklal Shah and Mrs Sushila Maneklal	A-105	First	304.19	350
25) Mr. Anil Rajnarain Saxena and Mrs Priti Anil Saxena	A-106	First	304.19	350
26) Mr. Darshan Parmeshwar Karkera	A-107	First	400	460
27) Mr. Brijlal Navsaria	A-108	First	400	460
28) Mrs. Laxmi Sadanand Rai	A-205	Second	304.19	350
29) Mr. Gangadhar A Shetty and Mrs Sadhana G. Shetty	A-207	Second	400	460
30) Mr. Gangadhara A. Shetty	A-206	Second	304.19	350
31) Smt. Vasant Ganpat Mahadik	A-208	Second	400	
32) Mr. Ramchandra Bhimrao Jadhav	A-305	Third	304.19	
33) Mr. Prakash Rajaram Rane	A-306	Third	304.19	350
34) Mr. Prashant Shridhar Khanvilkar	A-307	Third	400	460
35) Mrs. Priyanka Pravin Kalchavkar	A-308	Third	400	460
36) Mr. Satish Gokulnath Chaturvedi and Sukumari Gokulnath Chaturvedi	A-407	Fourth	400	460
37) Mr. Laxman Navale	A-408	Fourth	400	460
38) Mr. Ravj Narsigrao Jojode	A-406	Fourth	522.88	603
Total Area			139	6006



बंदर-१६
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बंदर - ५/
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ANNEXURE - A

Existing and New Carpet Area Statement

Names of Members	Existing Flat No.	Floor	Existing Carpet Area	New Carpet Area	NEW FLAT No
1) Mrs. Sasikala R. Nair	B-001	Ground	400	550.75	103
2) Mrs. Jayshree D Patni and Utsav D. Patni	B-002	Ground	400	550.75	203
3) Miss. Neetu Makhija	B-003	Ground	304.19	418.75	104
4) Mrs. Jyotiben Ramchand Bhatia and Ramchand N. Bhatia	B-004	Ground	304.19	418.75	204
5) Mr. P. Paulson	B-101	First	400	550.75	503
6) Mrs. Lata D. Baua and Dinesh J. Baua	B-102	First	400	550.75	603
7) Kantilal M. Jasani, and Chandrika Kantilal Jasani	B-103	First	304.19	418.75	604
8) Mr. Shashikant Gajanan Patil and Rashmi Shashikant Patil	B-104	First	304.19	418.75	
9) Mrs. Agnes Dias	B-201	Second	400	550.75	
10) Mrs. Shobha P. Dave and Kapil P. Dave	B-202	Second	400	550.75	
11) Mr. Arun B. Mahamunkar and Mrs Seema Arun Mahamunkar	B-203	Second	304.19	418.75	904
12) Mr. Pankaj R. Bhatia and Mrs Neeta P. Bhatia	B-204	Second	304.19	418.75	1004
13) Mr. Daryl Anthony Fernandes and Mrs Olivia Fernandes	B-301	Third	400	550.75	1303
14) Mr. Hasmukh Raychand Patel and Mrs Raksha Hasmukh Patel	B-307	Third	400	550.75	1403
15) Mr. B. J. Thakkar and Mrs Alpa B. Thakkar	B-302	Third	304.19	418.75	1304
16) Mrs. Sunita S. Wayadande, and Mr Subhash Jaisingh Waydande	B-308	Third	304.19	418.75	1404
17) Mrs. Neela Bharat Vyas	B-401	Fourth	400	550.75	1703
18) Mrs. Kokila Sanjay Joshi	B-402	Fourth	400	550.75	1803
19) Mr. Ajit A. Naik & Mamtha A Naik	A-001	Fourth	523.88	720	1202
20) Mrs. Sushila J. Shah,	A-002	Ground	304.19	418.75	204



बरल - ५/	
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बरल - ६/	
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21) Dr. Shyam K. Mehrotra	A-005	Ground	304.19	418.75	404
22) Mrs. Asha Romesh Arya & Mr. Joy R. Rodricks	A-007	Ground	400	550.75	303
23) Mrs. Asha Romesh Arya	A-008	Ground	400	550.75	1003
24) Mr. Jitendra Maneklal Shah and Mrs Sushila Maneklal	A-105	First	304.19	418.75	704
25) Mr. Anil Rajnarain Saxena and Mrs Priti Anil Saxena	A-106	First	304.19	418.75	804
26) Mr. Darshan Parmeshwar Karkera	A-107	First	400	550.75	703
27) Mrs. Laxmi B. Navsaria	A-108	First	400	550.75	403
28) Mrs. Laxmi Sadanand Rai	A-205	Second	304.19	418.75	1104
29) Mr. Gangadhar A Shetty and Mrs Sadhana G. Shetty	A-207	Second	400	550.75	1203
30) Mr. Gangadhar A. Shetty	A-206	Second	304.19	418.75	1204
31) Smt. Vidya Vasant Mahadik	A-208	Second	400	550.75	1103
32) Mr. Ramchandra Bhimrao Jadhav	A-305	Third	304.19	418.75	1504
33) Mr. Prakash Rajaram Rane	A-306	Third	304.19	418.75	1604
34) Mr. Prashant Shridhar Khanvilkar	A-307	Third	400	550.75	1503
35) Mrs. Priyanka Pravin Kalchavkar	A-308	Third	400	550.75	
36) Mr. Satish Gokulnath Chaturvedi and Sukumari Gokulnath Chaturvedi	A-407	Fourth	400	550.75	
37) Mr. Laxman Navale	A-403	Fourth	400	550.75	
38) Mr. Ravi Narsingrao Jojode	A-405	Fourth	523.88	720	
Total Area			13914.8	19155	



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दस्तावेजांक नं वर्ष: 8494/2012

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दुयम विंशक: नोरीवली (नोरीवली)

शीट नं 54 ग

पृष्ठ नं 14 ग

सूची क्र. दोन INDEX NO. II

गावाचे नाव : चारकोण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख व वाजारभाव (भाडेपट्ट्याच्या यागरीत परस्पर आकारणी देतो की पट्टेदार ते ग्राहक करतो) मोबदला रु. 0.00
वा.भा. रु. 13,133,500.00
- (2) भू-मापन, पोटसिस्सा व घरकमांक (असल्यास) (1) सिटिएम क्र.: 413 बांधक करार क्र. 16/10715/10, दि. 18/10/2010 रज. दस्तावेज संश्लेषण करारनामा
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षाकराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) रामरसेट को-ऑप ही सो ली चे वेअरमन के एम जसानी - ; घर/प्लॉट नं: सि टी एम 415, सर्वे नं 2, हिरसा नं 9, चारकोण, कांदिवली ग मु 07; गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; सालुगो: -; पिन: -; पिन नम्बर: AAES7240K. (2) रामरसेट को-ऑप ही सो ली चे सजिनदार अरुण वी महापुणकर - ; घर/प्लॉट नं: 92; गल्ली/रस्ता: - ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; सालुगो: -; पिन: -; पिन नम्बर: -
- (7) दिनांक करून दिल्याचा 15/10/2012
- (8) नोंदणीचा 15/10/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 8494 /2012
- (10) वाजारभावाप्रमाणे गुद्रांक शुल्क रु: 656675.00
- (11) वाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शोरा



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खरी प्रत

या दुयम विंशक नोरीवली-३
सुबर्ब. उपनगर किष्वा.

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दस्त गोपवारा भाग-2

वरग-5
दस्त क्रमांक:9647/2012

दस्त क्रमांक वरग-5/9647/2012
दस्ताचा प्रकार -पर्यायी जागेचा करार

अनु क्र	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव समरसेट को - ओप. हाऊसिंग सोसायटी लिमिटेड चे चेरमेन कांतीलाल एम. जयानी - - पत्ता प्लॉट नं. - माळा नं. - इमारतीचे नाव: समरसेट को - ओप हाऊसिंग सोसायटी लिमिटेड, ब्लॉक नं: कांदिवली (वेस्ट), रोड नं. चारकोप, पिन नंबर:AAEPJ8570A	मान्यता देणार वय :-68 स्वाक्षरी:- <i>[Signature]</i>		
2	नाव समरसेट को - ओप. हाऊसिंग सोसायटी लिमिटेड चे मेनेजरी संगधर ए. शेट्टी - - पत्ता प्लॉट नं. - माळा नं. - इमारतीचे नाव: समरसेट को - ओप. हाऊसिंग सोसायटी लिमिटेड, ब्लॉक नं: कांदिवली (वेस्ट), रोड नं. चारकोप, पिन नंबर:AAGPS5096L	मान्यता देणार वय :-48 स्वाक्षरी:- <i>[Signature]</i>		
3	नाव:नेओ हाऊसिंग एण्ड इन्फ्रास्ट्रक्चर डेव्हलपमेंट लिमिटेड चे संचालक गोपालक्रिष्णा पी. शेट्टी - - पत्ता:प्लॉट नं: प्लॉट नं. १-२, माळा नं. - इमारतीचे नाव: सत्यदीप को - ओप हाऊसिंग सोसायटी लिमिटेड, ब्लॉक नं बोरीवली (वेस्ट), रोड नं: चिंकूवाडी, मुंबई - ४०००६६ पिन नंबर:AACCN6870C	लिहून देणार वय :-49 स्वाक्षरी:- <i>[Signature]</i>		
4	नाव:समीकला रामाकृष्णन नायर पत्ता:प्लॉट नं: ००१, वी. विंग, माळा नं: ताल मजला, इमारतीचे नाव: समरसेट को - ओप हाऊसिंग सोसायटी लिमिटेड, ब्लॉक नं: कांदिवली (वेस्ट), रोड नं: चारकोप, महागाष्ट्र, मुंबई. पिन नंबर:AKQPN5065Q	लिहून देणार वय :-53 स्वाक्षरी:- <i>[Signature]</i>		

वरील दस्तऐवज करून देणार तथाकथित पर्यायी जागेचा करार चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिद्धा क्र.3 ची वेळ:04 / 12 / 2012 03 : 50 : 49 PM

ओळख:-

खालील इसम असे निवेदी को ते दस्तऐवज करून देणा-यानां व्यक्तीथ: ओळखतात, व त्यांची ओळख पटवितात



अनु क्र	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:कपिल - वय:43 पत्ता:१ -बी, पूनम सोसायटी, दौलत नगर, रोड नं. ३, बोरीवली (इस्ट) मुंबई ४०० ०६६ पिन कोड:400066	स्वाक्षरी <i>[Signature]</i>		
2	नाव:हर्षवर्धन - कोळी वय:31 पत्ता:१ -बी, पूनम सोसायटी, दौलत नगर, रोड नं. ३, बोरीवली (इस्ट) मुंबई ४०० ०६६ पिन कोड:400066	स्वाक्षरी		

SUMMIT CO-OPERATIVE SOCIETY LTD.

(Registered Under the Maharashtra Co-operative Societies Act, 1960)
Plot No. M. G. Road, Charkop Village, Kandival West, Mumbai - 400 067.

SHARE CERTIFICATE

Certificate No. 02

Membership Register No. _____

No. of Shares 10(Ten)

AUTHORISED SHARE CAPITAL RS. 1,00,000/- DIVIDED INTO 2000 SHARE OF ₹ 50/- EACH

This is to certify that Mr. / Mrs. / M/s.

Tralra Vinayak Prabhu &

Mr. Vinayak P. Prabhu

Flat No. 103

OLD SHARE CERTIFICATE NO. RB/001.

is/are the Registered Holder's of 10(Ten) fully paid - up shares of ₹ FIFTY each.

numbered from 11 to 20 both inclusive, in.

Subject to Bye laws of the society

Given under the common seal of the Society

This 02nd Day of October 20 21

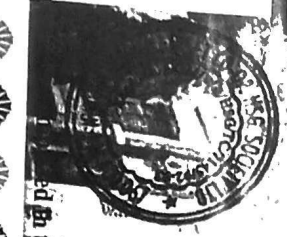
₹ 500/-

SUMMIT CO-OPERATIVE SOCIETY LTD.

Authorised M. C. Member







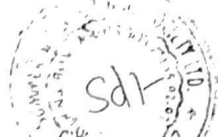





NOTE:

No transfer of any of th



Authorized by this Certificate

MEMORANDUM TRANSFER OF SHARE(S) MENTIONED OVER

Date & Sr. No. of Transfer 1	Date of Genral Body / Managing Committee Meeting at which transfer was approved	To whom Transferred 3	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor is Registered	Sr. No. in the Share Register at which the name of the Transferor is recorded
17.08.1997		Mrs. Devyani Sehgal & Mr. Virek Sehgal.		
10.12.1999		Mr. Pranesh M. Mudholkar & Mrs. Bhagyashree P. Mudholkar		
14.08.2005		Mr. Puliyasseri Ramakrishnan Nair & Mrs. Sasikala Ramakrishnan Nair		
08.10.2012		Mrs. Sasikala Ramakrishnan Nair		
	Chairman		Hon. Secretary	Committee Member
	Chairman		Hon. Secretary	Committee Member