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Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

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Case No. Adj. 18.12.184/06

Date 20/12/06

Received from Shri. M. S. Murshokti Newdorfer residing at .....

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vide challan No. . . . . . . . . Dated 20./. 12/06 Certified under Section 32(1) (5) of the Bombay Stamp Act, 1838 that the full duty of Rs. 1.9.3.2.80/ -/4 One lake nines three flourend Swan Lundrel with which this instrument is chargeable has 

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act 1958.

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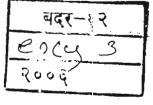
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Collector of Stamps Borivali



## AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made and entered into at Mumbai this 2 day of Dec, in the Christian Year Two Thousand and Six <u>BETWEEN</u> MALAD SANGATA CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Society regist Maharashtra Co-Operative Societies Act, BOM/HSG/4014 of 1973 and having its registered Sangata", Chinchavali Bunder Road, Malad (West), Mingbai hereinafter referred to as "the Society" (which expression whill unle be repugnant to the context or meaning thereof be deemedito means include the office bearers of the Society for the time



successors in title, their executors, administrators and assigns) of the ONE PART, AND MESSRS. NAVSHAKTI DEVELOPERS, a partnership concern registered under the provisions of Indian Partnership Act, 1932 and having their principal place of business at 17, Om Plaza, 1st Floor, Vasanji Lalji Road, Kandivli (West), Mumbai -400 067, hereinafter referred to as "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the heirs, executors and administrators of the surviving partners or partner thereof) of the OTHER PART

#### WHEREAS:

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By an Agreement for Sale dated 24th July, 1970 entered into between Mr. Edward Joseph D'Souza, therein and herein called the Vendor and one Mr. D. B. Mhatre, as the Promoter of the then proposed Society and now a Member of the Society herein, the said Mhatre agreed to purchase all that piece or parcel of land admeasuring about 2108 sq. yards i.e. 1762.4988 sq. metres situate to the West side of the proposed Municipal Road having its main frontage on the existing Chinchaavali Road, formerly known as Bunder Pakhadi Road, Malad (West), Mumbai -400 064, more particularly described in the Second Schedule thereunder written, which is the same as there particularly described in the schedule hereunder written (hereinafter referred to as "the said land") at or for the price and on the terms and conditions contained therein;

(b) The said Agreement was entered into by the said D. B. Mhatre for and on behalf of the Members herein and/orthonormous predecessors in title who have now formed into and registered the Society herein, as required under Mahrashtra Ownership Flat Act (MOFA) as the Chief Promoter of the then proposed.

(c) The Members contributed the entire amount for the purchase of a the said land and accordingly paid the entire purchase price to the said Vendor and the said Vendor thereafter executed a conveyance dated 20th February, 1974 in the name of the

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Society which is registered with the Sub-Registrar of Assurances at Mumbai at No. S/756 of 1975;

- (d) Thus the said Conveyance was taken in the name of the Society only for the sake of convenience and as per requirement of Maharashtra Ownership Flats Act (MOFA) but the Members had contributed the purchase price and thus really the Members are entitled to the said land;
- (e) Thereafter the Members constructed a building for Members now known as "The Malad Sangata" on the said land consisting ground and three upper floors with three wings and having in all 40 tenements, which are occupied by the Members, as per detail set out in Annexure 'A' hereto;
- (f) The Members themselves contributed the construction costs of the said building and other structures standing thereon;
- (g) Accordingly the said building was constructed by the Members and the same belongs to the Members;
  - In the premises the Members are entitled to all the benefits of the said land and the said building thereon including the FSI used in construction of the building, the balance FSI, if any, and the Transfer of Development Rights (TDR) which may be permitted to be loaded on the said land and incidental FSI which may be available by way of payment of premium or free of charge (hereinafter referred to as "the entire FSI");
- (i) The said building has become old and the Members described develop and re-construct the same by putting up a new building in place and stead of the old building;
- building by demolishing the existing building on their own for want of funds, including arrangement of affinite accommodation, for lack of expertise, organization and also due to complicated procedure of Government, B. M. C. and other authorities concerned;
- (k) Each Member has himself retained 400 sq. ft. FSI (carpet area) (4) ("retained FSI") and desire to construct flats for himself using & the retained FSI for such construction;
- (l) The Members intend to develop and construct such a building by taking help of outsider/ builder/developer and secure



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proposal from reputed, reliable, dependable and financially sound developer who will develop and erect new building and who is capable of obtaining all necessary approvals, sanctions, permissions, N.O.C., from the State of Maharashtra, Collector of Greater Mumbai Suburban District, B.M.C. and all other competent authorities established under Mumbai Municipal Corporation Act, and/or any other legislation in force and demolish the existing old building and construct and erect new building in its place including flats of the Members using and consuming the said retained FSI as per the requirement of the Members and the Developers have represented that they have the aforesaid qualifications;

Therefore, on such representation of the Developers, the Members have decided to grant rights to the Developers to develop the said property, to provide flats to the Members as provided herein ("Members Premises") and sell the remaining premises (hereinafter called the "Developers' Premises") to third parties with a view to inter alia enable such Developers/builders to recover cost of construction and project costs, expenses, their profit etc., without which the project of re-development will not be viable or practical;

resolutions in the Special General Body Meting of the Special develop the said property including by using and constituting the Constructed by the Members for the Members' Flats to be constructed by Developers for the Members' By the said Resolutions the said Society has appointed and antihorized its Managing Committee and Redevelopment Committee to take all decisions relating to the project of re-development and execution of appropriate documents and Power of Attorney etc.

(o) The Architects of the Developers have verified that after demolition of the existing building standing on the said property, Floor Space Index (FSI) of about 14,929 sq. ft.

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(exclusive of staircase, lift, passage/landings) would be available for redevelopment purpose of the said property and it would also be possible to load and utilize T.D.R. of about 14,929 sq.ft. on the said property for development;

- (p) The parties hereto have on \_\_\_\_\_\_ December, 2006 signed an MOU for development, which is valid and subsisting and had agreed to execute regular Development Agreement;
- (q) Accordingly the parties hereto are recording the terms and conditions of such agreement in to writing being these presents;

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The Recitals contained herein, the Schedules and the Annexures hereto form the integral part of this Agreement and the same shall be deemed to have been incorporated herein verbatim.
- 2. As mentioned above the Members have decided to retain for themselves aggregate area of 16,000 Sq. Ft. (carpet) including the TDR and the Developers shall have the benefit and rights to use, consume and load balance FSI including balance TDR and incidental FSI in any form the same may be available on the said property in the manner set but hereinafter.

The Developers will construct the new building including the premises for Members, using and consuming the entire FSI including the said retained FSI at Developers' own costs and expenses and proof the Members the new premises as set out in Annexure to hereto (hereinafter referred to as "the Members' Premises") and the Developers shall be entitled to sell the remaining premises (hereinafter referred to as "the Developers' Premises") as the Developers may desire fit and appropriate the sale proceeds thereof;

- 4. The Developers will provide amenities and facilities in the new building as set out in Annexure 'D' hereto, which will be the same for both the Owners' Premises and the Developers' Premises;
- 5. The Parties hereto desire to record the terms of understanding being these presents;
- 6. The Members have appointed the Developers as the Developers and have authorized and empowered the Developers to develop the said property and to re-construct a new building by demolishing the existing building after the Members vacating the premises in their possession and





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hand over the same to the Developers for the purpose of demolition and reconstruction of the new building and accordingly the Members hereby grant power and authority to the Developers for the construction and development by using and consuming the entire FSI i.e. the FSI originating from the said land on demolition of the existing structure ("the land FSI") the F.S.I. credit by way of Transfer of Development Rights ("TDR FSI") which may be loaded on the said property and incidental FSI which may be available on payment of premium or otherwise and allotted to the members of the Society, which are reconstructed by the Developers, using and consuming the FSI of 16,000 sq. ft. (carpet) retained by the Members, free of cost.

- 7. The Developers shall develop the said property in one phase only including in respect of the Members' Premises although the TDR is to be loaded on the said land though the IOD and Commencement Certificate may be one or more subject to approval of Society.
- 8. The Members of the Society do hereby jointly and severally declare and state as follows:-
  - (a) That the flats and shares of the Society held by each Members are not encumbered in any manner whatsoever and are free from all encumbrances;
  - (b) That 'the flats and shares held by them stand in their respective names and no person who is not a member or his family member is residing in his flat.
  - (c) The said shares and the flats respectively are not more than hypothecated, pledged or given as security to any one of the said shares and the flats respectively are not marked.
  - (d) That each Member is the Owner of the Hat occupie him/her along with the shares and is not highly the for and on behalf of any other person and and or as Nominee of any other person;
  - (f) That each Member is in use, occupation and possession his Flat;
  - (g) That each Member is in possession of his shares;
  - (h) That the Members are entitled to enter into this Agreem
  - (i) That the Members have paid all outgoing upto entering into this Agreement and shall pay the same till they hand over physical possession of their existing premises to the Developers for the purpose of development and demolition;



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- 9. (a) The Developers will construct balconies, staircase, passages, lift well, servant's toilet, Society's Office etc., available whether free of FSI or by payment of premium (hereinafter called incidental premises) and the premium (if any) required to be paid shall be paid by the Developers. The Members shall be entitled to the benefits of such incidental premises and common areas and facilities though the same will not be counted in the FSI of Members Flats:
  - (b) The Developers shall purchase in the name of the Society the TDR which may be permitted to be used, consumed and loaded on the said land, at their own costs and expenses and within 7 days of such purchase furnish a copy of such agreement to the Society for its record and refence;
  - (c) The Developers shall load such TDR and get the plans for construction sanctioned and obtain IOD for loading the same;
    - stilt plus 7 upper floors or above consisting of 0 flots and 13 car parking spaces (any basement-podium) \*

      Out of the construction so put about 40 class and car parking spaces i.e. 4 in the stilt and 4 in the open parking spaces, shall belong to the existing Members and for the sake of convenience the same will be handed over to the Society and Society in its turn hand over Flats to the Members and allot car parkings to such Members as is resolved by the Society;

alternate accommodation / transit accommodation to be arranged by the Members during the period of construction i.e. for a period of 22 months commencing from \_\_\_ day of \_\_\_\_\_\_\_\_, 2007 the Developers will pay as rehab compensation to each Member the amount fixed at Rs. 8,000/- (Rupees Eight Thousand Only) per month from the day the members vacate their respective premises and hand over the same to the Developers for the purpose of demolition and reconstruction till the members through the Society are offered new premises duly constructed together with Occupation Certificate.

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- 10.2 The Developers have agreed to pay lumpsum amount of Rs.1,50,000/- to the Society as remuneration for appointing supervisors and miscellaneous expenses at the time of commencement of construction of the building.
- 10.3 At the time of vacating the existing premises as mentioned above to each member a sum of Rs. 2,000/- will be paid as and by way of one time charges for packing and repacking and shifting and reshifting charges.
- 10.4 The entire amount mentioned in clause 10.1 and 10.2 above shall be paid in advance on receipt of IOD and on Members vacating and handing over possession to the Developers, in order to enable the Members to acquire transit accommodation and to shift to such transit accommodation.
- brokerage as one time brokerage for the entire period months.

The Members have agreed to vacate their existing premises within 30 days of receipt of IOD and hand over formal cossession and bermit the Developers to enter the property as the members demolish the said existing structure which belongs to the Members for and on behalf of Members for the purpose of reconstructing the said proposed building and other premises as recited above and to enter into regular Agreement for Development and give ful Power of Attorney for development.

10.7 Over and above the aforesaid for compensation accommodation, the Developers will provide the total lump compensation of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) to the Members for the inconvenience and hardship which may be caused to them and/or suffered by them during the period of construction as also for reduction in facilities which are enjoyed by the existing Members at present after the reconstruction including because of curtailment of rights of existing Members in view of new members being admitted and sharing the same and reduction in use and benefit of common amenities and facilities as also nuisance which they may suffer including shifting themselves and family members, relatives, things and matters change of schools. The said amount shall be distributed between existing members

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compensation as set out in columns10.1 to 10.7 of Annexure  $\stackrel{\sim}{-}$  'A' hereto.

- 11. The payment of compensation as provided in sub clause 10.7 shall be made by the Developers to the existing Members in the following manner:-
  - (a) Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) out of the amount above mentioned paid on execution of the Agreement which is deposited in the name of the Members of the Society (the payment and receipt whereof the Society through each Members doth admit and acknowledge separately by Vouchers);
  - (b) Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) will be deposited in the name of Members of the Society at the time of the Members handing over possession of their respective premises to the Developers and entering into this Agreement for Development;
  - (c) The balance amount of Rs.10,00,000/- (Rypecs Ten bakhs, Only) within 3 months of the payment mentioned in Glause (b) above.

hand over post dated Cheques (PDC) with regard to the payment mentioned hereinabove on or before execution of these presents to the Society. The Developers shall honour each of the Cheques on the date mentioned therein without notice.

12. The Developers shall obtain Commencement Certificate within month of demolition of the existing building.

13. In the event any Member commits defaults in shifting as provided above, such Member shall be liable to pay liquidated damages to the Developers fixed @ Rs.1,000/- per day i.e. Rs.30,000/- (Rupees Thirty Thousand Only) per month which is considered reasonable by the parties herein.

14. The Society shall immediately after execution of this agreement hand over to the Advocates of the Developers all the original documents of title and permissions or orders in their possession or power to enable the Developers to investigate the title and /or rights of the Society in respect of the said property. The Developers shall be entitled to investigate the title of the Society by taking usual searches and issuing

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advertisements in the local newspapers. If any encumbrances or defects or claims are made or found in the course of such investigation by the Developers, the Society and the Members shall be liable to satisfy and /or remove such encumbrance or claim or defect at their costs and expenses.

15. The said property was originally reserved for public housing and housing for dishoused and that pursuant to their representations the Municipal Corporation of Greater Mumbai the Corporation has vide their communiqué dated 20th April, 1982 released the land from such reservation.

15. The Society confirms that the plot area as per property of ister card is 1387.7 and as per the prevailing norms the F.S. in the ratio of one to one and T.D.R. in the ratio of one to one is ravailable along with incidental FSI to be utilized on the said property.

a. It is expressly agreed that save and except the Fis.I. retained by the Society as mentioned above, all other development rights in respect of the said property including the F.S.I. if available and right to utilize T.D.R. or other F.S.I. as may be available against payment of premium, or T.D.R. and/or otherwise howsoexers shall hereafter belong to the Developers herein.

- b. The Developers through their Architect have prepared the tentative building plans of the proposed new building that is to be constructed on the said property and the same have been approved by the Society. Copies of the said tentative building plans of the proposed new building are initialed by the Managing Committee and the Developers and one copy of the same is kept with both the parties hereto. The developers shall at any time hereafter and subject to the approval from concerned authorities be entitled to amend or modify the said plans PROVIDED THAT such amendments or modifications do not affect the area retained by the Society and rooms to be provided therein and to be constructed for the society and its members as per this Agreement.
- c. Immediately after execution of this Agreement the developers shall be entitled to apply in the name of the Society for approval from the Municipal Corporation of Greater Mumbai for carrying out the redevelopment of the said property by utilizing the

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entire available F.S.I. and F.S.I. by way of T.D.R. The said approval shall be obtained by the developers, entirely at their own costs and expenses. The Society shall render necessary cooperation to the developers for the same.

d. The area of the said property is 1387.7 sq. met es. The Society has informed the Developers that the area of the said property is described in the Sale Deed dated 20th February, 1975 as admeasuring 1646 sq. metres. However, part of the said property was affected and lost by set-back for road and after such set-back and as per Property Register Card the area of the said property is 1387.7 sq. metres. The Society is in exclusive and uninterrupted use and possession of the entire area of 1387.7 sq. metres.

true copies of the plans for construction and IOD which will be obtained by the Developers.

The parties have earmarked the Flats and parking spaces which are to be given to the Members as per the partieulars see out in Annexure E'.

17. The minimum floor height will be 9'-6" between the slab of the floor above.

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18. The Developers at their own costs, expenses, risk and responsibility, inter alia, do the following:-

(a) All the original plans will be handed over on behalf of the street of the society forthwith on completion of the entire of building including sale of Developers premises;

(b) Obtain Commencement Certificate within 20 days of the demolition of the said Building.

- (c) True copies of the plans sanctioned by MCGM / MHADA and IOD and CC along with the prints showing elevation of the building, its façade and architectural outlines will be furnished by the Developers as soon as each of them are sanctioned to the Society on behalf of the Members for its verification and records;
- (d) Hand over physical possession of new premises duly constructed with occupation certificate with water and electricity within a period of 22 (Twenty two) months from

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the date of commencement certificate, the Developers shall have a grace period of 3 (three) months. In the event of delay beyond 25 (Twenty five) months from the date of all the 40 Members handing over the possession of their respective flats for developments, the Developers will pay liquidated damages fixed @ Rs. 15,000/- (Rupees Fifteen Thousand Only) per day to the Society which is considered reasonable by the parties hereto.

19. The Developers shall not hand over possession of new premises to any one unless the Developers have offered in writing possession of the new premises to the Members and/or Society with Occupation Certificate and 30 days elapse from giving such notice. If the Members of the Society does not shift in the new premises within 30 days of receipt of notice from the Developers the Builders shall be entitled to hand over the same to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and to the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for and on behalf of the Members and the Society for an account of the Society for account of the Socie

The Developers shall at their own cost apply for an absolution soperate electricity and water meters for the construction work from the construction work. The Developers shall also be liable specially and water required for the electricity and water required for the construction work. The Developers shall also be liable specially and water required for the wonicipal Taxes from the date the Members vacate and handover possession of their respective premises till fully completed new flats are offered to the Members.

- 21. It is further agreed that the Developers alone shall be responsible for any claim made by any third party in respect of any flat / other premises sold to the prospective Purchaser / Allottee of the flat/premises additional area constructed on the said property and the Developers agree to indemnify and keep indemnified and harmless the Society and the Members from and against all costs, charges and expenses and legal fees by any third party and/or any damage caused to the prospective purchasers / Allottees.
- 22. All costs, charges and expenses for development and construction envisaged under this Agreement to be entered into shall be borne and paid by the Developers. The Society and/or its existing Members shall not be liable or responsible for the same.

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- 23. The entire structure of RCC will have new waterproof shuttering plywood and all the slabs, columns, beams will be cast of any reputed brand and per ISO code as laid out in this respect.
- 24. The structure will be earthquake proof as per the requirement of the MCGM.
- 25. Along with the possession of flats the Society shall be handed over by the Developers 4 stilt car parking spaces and 4 open car parking spaces for Existing Members and the same will be allotted by the Society to the Existing Members.
- 26. The Developers shall pay premium deposit and charges of any nature whatsoever required to be paid to any authority.
- The Developers shall on their account be at liberty to allot on ownership basis on principal to principal the Developers' Premises in the new building to be constructed by the Developers on the said property (save and except the premises to be allotted to the existing members and/or area to be allotted to the Society) as also allot the car parkings to rospective buyers, after providing the same to the existing members, as 🕻 he Developers may deem fit and proper and for that purpose to the nto agreement, allotment, letters or such other writings of documents if their own name on principal to principal basis the literation thing that the Developers alone shall be liable and responsible to such pre However, the parking spaces shall be Purchasers in the new building by the Developers. It is charge at the Developers, in any circumstances shall not sell or allot the common areas, lift area, refuse floor or any common area to any proposed member as the same will belong to the Society on behalf of all the members all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members shall be entitled to use the same and all existing and proposed members are all existing and all the benefit thereof. RD (4
- 28. The proposed flat purchasers and/or existing members and/or existing members against the security of their flats be entitled to take loan from any financial institution. Such loan shall be taken by them on principal to principal basis and the Society and/or its Existing Members or the remaining proposed Members and shall not in any manner be liable or responsible for the same. This Agreement is the necessary NOC for the purpose. No further writing and/or NOC or any other letter shall be issued or required to be issued by the Society shall be given by the Society. Provided however, that if any bank or financial institution insist

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on a No-objection in a particular format, the Society shall be bound to give the same, provided there is no liability of any sort on the Society or its Members.

- 29. Subject to the provisions hereof the Developers alone shall be entitled to receive and retain with them all the monies from the persons to whom such premises are sold or allotted by the Developers or otherwise as the case may be in the building/s to be constructed by the Developers on the said property (save and except the premises and property to be allotted to the existing members and/or belonging to the Members / Society ) including flats and parking spaces and to appropriate the same in such manner as the Developers may deem fit.
- 30. The Society shall not be liable or responsible in any manner to any such persons so far as the said monies are concerned either for refund thereof or for any misapplication thereof in any other manner whatsoever.
- 31. The Developers shall be liable for all defects in construction for a period of 3 (three) years from the date the Occupation of the is received **Provided** that the flat purchasers do not carry out any important as as to harm the structure of the building.
- rights save harmless and keep indemnified the Members and other Members and their estates and effects from and against all actions states, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Developers in developing the said property of any rules, regulations, terms or conditions of this Agreement or any start?
- 33. The Developers alone shall be responsible for all payments and expenses including liability of ESIS, P. F. Workmen Scheme Act, and all other statutory liabilities and indemnify and keep indemnified the said Society and the Existing members. In the event the Society has to pay any amount the Developers will forthwith reimburse the Society failing which the Society will be entitled to a compound monthly interest of 12% per annum and other incidental damages.
- 34. The Developers shall also take suitable insurance policy, including third party and keep the same renewed from time to time for the building under construction in the name of the Society and hand over such policy

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to the Society. In the event within 45 days of handing over vacant and peaceful possession of the premises by the respective members, the Developers fail to forward such insurance policies, the Society will at its own wish and at the cost of the Developers and expenses may take policies and the Developers will forthwith reimburse the Society for the same failing which the Society will be entitled to a compound monthly interest at 12% per annum.

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35. On handing over quiet vacant and peaceful possession of the premises by the respective Members the Developers will be entitled to install a Site Office and Store Room within the premises of he Society and the Developers shall within 3 months of receipt of Occupation Certificate remove the same at their own costs and expenses. The Developers must obtain permission of the authorities concerned for the construction of such Site Office / Store room.

36. Within 2 (two) months of receipt of Occupation respect of the building, the Developers shall at their cost and expenses remove the workers, security, Site Office and their construction so put up.

The parties hereto shall finalise and earmark the parking the plans for construction on the same being sanctioned and IOD being issued as also earmark the new flats to be given to the existing members and earmark the premises which are common to the society including ??

38. As provided above the Developers will not put in possession any allottee / purchaser of the flats purchased by him from the Developers till the Developers have offered and given possession to the existing Members, possession of their respective new premises in the new building by giving 30 day's written intimation after application of O.C. In the event existing member does not take or fails to take possession within the aforesaid period the same will be handed over to the Society for and behalf of such Existing Member. Members will be asked to shift in the premises on receipt of Occupation Certificate as mentioned above.

39. On receipt of sanctioned plans and IOD and the existing Members shifting to the transit accommodation after vacating their respective premises the Developers may, at their risk and responsibility, enter into Agreement for allotment of the Flats / Tenements / premises which are to be constructed on the said property in pursuance of these presents to

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such persons as the Developers may solely deem fit for residential and commercial use with a copy of such stamped and registered agreement to the Society for its record provided all clearance and formalities as required under MHADA and BMC including for construction and admission of new members are obtained by the Developers and handed over the same to he Society. Only after all the existing Members are given possession of their respective new premises and on the Developers and new flat acquirer requesting in writing to the Society, new flat acquirers will be admitted as Members of the said Society on each complying with the following:
(a) Paying share money of Rs. 250/- for 5 shares of Rs. 50/- each;

- (b) Admission fee of Rs.100/-;
- (c) Copy of duly stamped executed Agreement;
- (d) Requisite forms and other papers, including application duly filled and executed required under Maharashtra Co-operative Society Act and Rules therein and the bye laws of the
- (e) All the society dues until the application;
- (f) The sum of Rs.5,000/- (Rupees Five Thousand Trily) towards the sinking / maintenance fund i.e. matching with the existing sinking/maintenance fund;
- (g) An undertaking on stamp paper to be furnished to the society that incoming Member will adhere to rules and regulation of the Society passed from time to time.

40. However, from the day of occupation certificate, the Purchaser of flats and/or the Developers shall be liable to pay all outgoings whether the flat is occupied or sold or not.

41. The new Allottees of flats shall abide by the bye-laws rules and regulations of the said Society and also pay their monthly Municipal Taxes, Society Charges and other outgoings as may be decided by the Society from time to time and as per rules and regulations and resolutions of the Society in respect of the flats allotted to them, regularly to the Society.

42. As and when called upon the Members shall, at the costs and expenses of the Developers, sign such Plans and other necessary papers and documents including affidavits, Declaration and Undertakings as and when required and necessary for development. The work of submission of plans, getting the same sanctioned from the Municipal

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Corporation as also of getting the permission of all other authorities, that may be required, shall be attended to by the Developers at the Developers' cost and consequences.

- 43. At the directions of the Members for the sake of convenience the Society has executed a Limited Power of Attorney in favour of the Developers as per the draft approved between the parties hereto.
- 44. If during the course of construction any garden, trees, utility lines and/or connections including Telephones, Electricity, water lines, underground tanks, overhead tanks, meter cabin, sewerage or drainage pipes, water meter, electric meter room, trees, T. V. Cables, Internet Cables, etc., need to be shifted or re-located, or removed then as per the advice of the Architects of the Developers, the Members will irrevocably permit and/or cause the Society to permit the Developers to do so, at the costs and expenses of the Developers.
- 45. If the Members desire to transfer his/her Flat and shares he/she shall be entitled to do so subject to the Rules and Regulation of Society provided the prospective purchaser gives are undertaking writing that he / she shall abide by and comply with all the obligations of the Member under this Agreement and a proper comprimation of this Agreement is obtained from the new purchaser.

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- 46. The Developers will construct residential and part monuterial premises is approved by Members and sanctioned by Municipal Corporation of Greater Mumbai and in the Agreement for Sale thereof specifically provide that they are for residential / commercial use.
- 47. The Society and its Members shall bear and pay their res Income Tax and Capital Gains Tax and the Developers will pay I Tax on the sale proceeds received by them.
- 48. The Developers shall be liable to pay all outgoings and taxes in respect of the said property from the day the Developers are given license till the occupation certificate is obtained and possession is given to the members including ULC, MHADA charges, premiums and on receipt of Occupation Certificate satisfy the Society on behalf of the Members that the same are paid and there are no arrears and hand over certified copies of bills and receipts to the Society.
- 49. The Developers shall not be entitled to assign or transfer directly or indirectly including by changing their constitution the benefits of this Agreement in favour of any person or persons nor will they change the

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constitution of the firm. In case of such an event the arrangement of development envisaged under this Agreement shall come to an end, with no obligation on the Society and or its existing members. However, in case of death of the partner the surviving partner has got right to appoint any other person having technical knowledge and/or financial strength as a Partner in the said Firm.

- 50. The Developers will not change their constitution till the entire project is over and the existing Members are handed over the new premises as provided in these presents. Further, in the event of death the surviving partner has got right to appoint another partner in place of the deceased partner in place of the deceased partner having technical knowledge and/or financial strength. It is agreed by and between the parties that the Society will also not change its Redevelopment Committee Members, Committee Members, Chairman, Secretary & Treasurer.
- 51. It is the express intention of the parties that by executing this Agreement for the construction of the said new building on the said property by the Developers as aforesaid the Members and/or the Society are not transferring the Ownership of the said property for any part prereof to the Developers.
- 52. The Developers, subject to force majure will duly construction building in all respect and bring Occupation Certificate with water and electricity within a maximum period of 22 months from the date commencement certificate including 3 months grace period.
- within the aggregate period of 22 months from the date of Commencement Certificate with grace period of 3 months the Developers will continue to pay the existing Members of the society compensation for transit accommodation with 20% increase fixed as above per month the Completion of the building in all respect and till the time, the Occupation Certificate of new premises to be given to the existing Members is granted by the Corporation and the Developers hand over possession of new premises to the existing Members.
- 54. After a period of 12 months from the date of giving possession of the premises to the Developers, if the Society is of the opinion that the progress of the work is not satisfactory and the completion of the building will take more than 22 months mentioned above then the

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Developers will forthwith pay compensation for temporary accommodation in advance for such estimated delay in the work to the existing members.

55. Subject to act of God, act of state, circumstances beyond the control of the Developers in the event default is committed by the Developers in completing the construction of the premises to be given to the existing Members within a period of 22 months of entering into this Agreement with 3 months grace period the Society will give 30 days notice calling upon the Developers to complete the construction within 30 days of such notices and/or terminate / revoke this Agreement, the Society will at their own discretion appoint Contractors to complete the construction or the building without payment or any compensation or damages to the Developers.

56. As per the terms of this Agreement, the Developers will prepare the Agreement for Sale of remaining premises (i.e. remaining after Members' premises) balance flats and other premises allocated to the Developers.

he new Members will be at par with the existing Members except they

will have no claim on the premises and parkings allotted to the premises

Members and concession if any the existing members get in property

ther taxes. The Developers will have the absolute right to mortgage the Sale Flats/shops (i.e. remaining Flats after allotting to the existing Members / Tenants) to any Bank's / Financial Institutions.

57.1 In the event any concession in property tax and of any laxure available to the existing Members the Developers will help the Society in obtaining the same at the cost, expenses and liability of the Developers.

57.2 In the event any concession in property tax and/or any available to the existing Members the Developers will obtain the and the Developers will help the Society in obtaining the same.

58. From time to time the Developers will furnish certified true copies of all approvals, licensees, agreements, permissions etc., governing the construction activity including certified true copies of agreements for purchasing TDR/FSI the agreements with the purchasers of flats to the Society forthwith on the Developers receiving / entering the same.

59. The time is the essence of this contract for the payment referred to above. In the event of default in payment of the installments as referred above, the developers will have a grace period of 60 days to pay athe

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same provided the Developers pay interest @ 15% per annum from the date of default in payment of such installment.

- 60. In the event of termination of this Agreement the Developers shall bring required NOC from the architects contractors and other agents and personal engaged by them.
- The Developers shall finance the entire cost of construction including fees, premium, charges and the Developers will be entitled to all refundable deposit and deposits of all kinds to be paid to the MCGM, Government Body or authorities concerned. The Developers shall not create and permit directly or indirectly or by default any right, title or interest of any nature whatsoever in favour of any person including the financial institution on the said land or the building proposed to be constructed or under construction or any part thereof to secure the repayment of any moneys borrowed for redevelopment work and interests/charges thereon. However, this provision will not preclude the developers from taking finance on the Developers' premises and the purchasers of flats from taking any loan from financial institutions on the security of such flat. In the event the developers take any loan they will furnish copy of the document in respect thereof the Members/Society for their/its record and reference, and the Members/Society will not be in any way responsible for the loan taken by the Developer and/or flat purchasers.
- 62. The Developers will take all precautions and safety measures in accordance with the various provisions If law, rules and regulations governing the development and construction work including all-fire fighting and other installations and provisions for fire fighting equipment and arrangements and indemnify the Society against all claims whatsoever by any agency arising out of the work done by the Developers during the period of construction.
- 63. The Structure will be earthquake resistant as recommunated by 22 RCC consultant and as per the design provided by the Architect. The construction material will be of good standard quality.
- 64. The Developers shall make their own arrangements for power and water during the construction phase for the purpose of constructing up to the time the individual flats are handed over to the Society Members. However the Developers shall be entitle to use tap water for drinking



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purposes at Developer's own cost and pay the bills thereof as per the meter.

- 65. The Developers will provide underground and overhead water tanks as per the requirement of Municipal Corporation of Greater Mumbai.
- 66. The Developers will provide a well designed and spacious lobby.
- At the time of handing over possession of the premises to the existing Members, the Developers will hand over to the Society the contracts entered into with the supplier of lift, its maintenance and repair contract as also all the original plans, IOD, CC, structural drawings, as built, drawings, plans of buildings, and details drawings for concealed plumbing, electrical writing, services etc.
- The Developers shall from the date they are granted Trees see respect of the said property save harmless, inder rife. indemnified forever the Society and its existing Members ucessors and their estates and effects from and against all actions swits, costs, charges, expenses, damages, fines, penaltics etc., resulting or account of any act or omission or any breach, delay of default on rt of the Developers in developing the said property and/or part thereof of any rules, regulations, terms and conditions of these Agreemen मुद्द-१२ otherwise.
- Except overhead water tank and lift room no constructions will be 69. done on top terrace.
- The top terrace area or any part thereof will not be sold, leased, given on leave and licence or any other basis and/or encumbered in any manner and will remain the sole and exclusive property of the Society.
- 71. Within 30 days of the developers offering the possession, the Members will take inspection of their respective flats and point out any defect including in construction, amenities and facilities to the Society, and the Developers shall remove such defect forthwith and in any case before the Members takes formal possession of their flat thereof within 15 days of such offer.
- Subject to the terms and conditions contained herein each Member irrevocably consents and agree that the Society shall admit without any objection or demur only such persons as new Members to the Society who have been allotted the remaining flats/shops to be constructed by the Developers and proposed in writing by the Developers alone and the



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Society and/or the Members shall not admit any such person / persons or any other person on its own for the balance flats/shops which are being constructed by the Developers and are for sale. The Members / Society further undertake that they shall under no circumstances whatsoever correspond with any proposed new member and all documents including Letters of Allotment, Correspondence, Share Certificate and any other papers will be handed over to the Developers alone. In case for any reason the Developers terminate the Agreement of any prospective flat purchaser the Developers shall forthwith inform the Society about the same in writing, The Members / Society shall fully cooperate with the Developers to ensure that the Developers fully realize all consideration from the flat allottees who have acquired the flats in any of the new building.

73. The entire construction and development shall be done by the Developers including 2 lifts. All the Members and proposed new Members shall be entitled to the benefit and use of the lift. The repairs, maintenance, electric and other charges, for the lift shall be borne and paid equally by the Members and by the proposed new Members.

4. Each member shall be bound and liable to pay property tax, maintenance and other outgoings to the Society from the days been put in possession for furniture and interior of the her had however they will also pay for charges for space allotted for car synotor cycle / scooter on parking on monthly basis as decided by the Society.

75. Each Member will bear and pay his share in the property and

75. Each Member will bear and pay his share in the property and taxes, levies, cesses, assessment etc., levied by the MCGM to be an other authority, maintenance and other charges on the Developers handing over to the Members their respective flats.

76. The Developers will at their own costs and expenses carry obligations under this Agreement.

77. The Members have agreed to co-operate fully and unequivocally to the terms of agreement between the Society and the Developers for the said purpose.

78. As far as flats to be provided to the existing members the Developers will bear and pay stamp duty, Registration Charges will be borne and and paid by the Developers alone.

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- This Agreement will automatically come to an end on expiry period of theee (3) months from the date the possession of all flats is handed over or offered to the Flat Holders.
- Save and except what is stated hereinabove, in the event the State or Central Government upon approval or sanction of any additional benefit either by way of FSI or TDR or in any manner whatsoever allowed to be loaded on the said property then in that event the profit ratio of the said property shall be divided i.e. 50%/50% between the parties hereto i.e. in equal proportion.
- All stamp duty and registration charges of and incidental to this Agreement as well as any further documents to be executed pursuant to this Agreement shall be borne and paid by the Developers and the Society shall not contribute any further.
- The stamp duty and Registration charges on the additional area over and above the additional area to be provided by the Developers to the Existing Members will be borne and paid by the Developers.
- All disputes and differences that may arise between the Society and the Developers, in regard to these presents, in carrying out of the terms and conditions of these presents and/or the interpretations and/or the said Agreement between the Developers can all the any way whatsoever, will be referred to the wrote ations provisions of the Arbitration and Reconciliation Apr. 1996. the Arbitrators will be final and binding upon the parties hereto Arbitrators will have summary powers, and shall interim directions and awards from time to time and the always be held in Mumbai and Courts in Mumbai shall alone have jurisdiction in the matter.

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IN WITNESS WHEREOF the parties hereto have hereunto ear # 2 - 2 2 subscribed their respective hand and seal on the day and hereinabove written.

# THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land together with the building standing thereon constructed in the year 1976 known as "Malad Sangata" and bearing C.T.S. No. 972 -D and being part of Survey No. 450 Hissa No. 1 admeasuring about 1659.07 sq. yards i.e. 1387.70 sq. metres of Village Malad (South) Taluka Borivali situate to the West side of the proposed Municipal Road having its main frontage on the existing Chincholi Road,

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formerly known as Bunder Pakhadi Road, Malad within the Municipal limits of P (North) Malad (West), Mumbai – 400 064 and bounded as follows:

On or towards the North by CTS No. 973 of Village Malad (South)
On or towards the South by Chincholi Bunder Road,
On or towards the East by 50' wide D.P.Road, and
On or towards the West by C.T.S. No. 679 of Village Malad (South)
Taluka Borivali.

SIGNED AND DELIVERED BY )
the withinnamed "SOCIETY" )
through its:

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Names & Signatures	Photographs	Left/Right hand thump impression
Mr.  Chairman)  Tanada Shankar  Parab  THE MALAD SANGATA CO-OP. HSG. SO  Chairman Secretary Treasur  Mr  (Secretary)  MADHUKAR  PAMARAM SALVI  THE MALAD SANGATA CO-OP. HSG. SOC.  Chairman Secretary Treasurer	BL BONBY AS SHELL THE STATE OF	DB-REGISTRAGO ON THE PROPERTY OF THE PROPERTY
Mr. (Treasurer) PRABMAKAR  MAMADEO PAWAR  THE MALAD SANGATA CO-OP. HSG. SOC  Chairman Secretary Treasure	Z * * * * * * *	

Mr.
(Development Committee
Member)
GARRATH VITHORA.
THE MAI AD SANGATI AD THE MAI AD
THE MALAD SANGATA CO-OP. HSG. SQC.
( \( \sqrt{\sin}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
Chairman Secretary Treasurer
in the presence of)

1.

SIGNED AND DELIVERED
by the withinnamed "Developers"
M/S. NAVSHAKTI DEVELOPERS
through its authorized Partner

(A)	SUB-REGISTA	See 1
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Name & Signature	Photograph	rest Right	
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Mr.		,	
(Authorised Partner)			
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in the presence of

1. Mr. Manoj Malabhai Patel

FOR NAV SHAKTI DEVELOPERS

MADIOT. M. PATEL.

Partner

2. Mr. Pratul Bhagwatprasad Brahmbhatt

FOR NAV SHAKTI DEVELOPEAS

Partnel

FOR NAV SHAKTI DEVELOPERS

3. Mr. Dayal Devjibhai Patel

Partner

RECEIVED of and from the withinnamed ) Developers the sum of Rs.31,00,000/- (Rupees ) Thirty One Lakhs Only) as set out in clause 10.5) and 11 (a) hereof ]Rs. 31,00,000/-

### WE SAY RECEIVED

For Malad Sangata Co-op. Housing Society Ltd.

Chairman

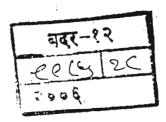
Secretary

Development

Committee\

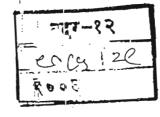
WITNESSES:





# ANNEXURE-'A'

3	LIST OF MEMBER'S		) / / /
NO	NAME OF MEMBER.	FLAT	EXISTING
<b>.</b>	ļ.	. NO	CARPET
)	MR.AJIT.SHRIPAL UNHALKAR	A/01	AREA
			400.SQFT
2	MR.MANOJ.PRANJIVÁNDAS. THAKKER		400.SQFT
3	MR.JAGANNATH.VITHOBA. SATAM.	A/03	
<b>5</b> 4	MR. AMARJEET.VAID & MRS.SUKHWINDER KAUR VAID	A/04	400.SQFT
2 5	MR.DATTATRAY, MHATRE.		400.SQFT
6	MR.JANARDHAN.SHANKER. PARAB		400.SQFT
7	MR. PARSHURAM.LAXMAN.LAD.		400.SQFT
<u>8</u>	MR.VASANT.TUKARAM. NARVEKAR.		400.SQFT
210	MR. JITENDRA.HARI.PILKE. MR.PRABHAKAR.MAHADEO. PAWAR		400.SQFT 400.SQFT
<b>3</b> 11	MR.DINKAR.NANA.PATIL.	B/11	400.SQFT
$0_{12}$	SMT.LAXMI.SHRIDHAR. BOVLEKAR.	B/12	400.SQFT
12	MR. VITHAL.VISHRAM.PRABHU.	B/13	400.SQFT
		B/13	400.SQFT
<u>C </u>	MR.BALKRISHNA.RAGHUNATH. MALUSTE	<u> </u>	
15	MRS.PRITI.KISHOR.SOLANKI & MR.KISHOR.ARJUN.SOLANKI.		400.SQFT
16.	MR.FARDUN HORMASJEE. POWVALLA.	B/16	400.SQFT
C17	MR.SUDESH.DEVENDRAKUMAR. TENDULKAR.	B/17	400.SQFT
3-	MR.RAJENDRAN. SWAMIDAS.& PACKIALAXMI.SWAMIDAS.	B/18	400.SQFT
2(0)	MR.RAMESH.LADOBA.LABDE.	B/19	400.SQFT
R 15-15	MR.SHEKHAR.ANGARA.ANCHAN.		400.SQFT
20 21	MF JESSU.CHELLATHURAI.	B/21	
22	MR FALLI DORABJI JOKHI.	B/22 B/23	
C23	MIS.MEETA.MILIND. SAKHARDANDE & MR.MILIND.B.	B/23	400.5QF1
24	SAKHARDANDE. MR.RAMESH.SHIVARAM.SAWANT.	B/24	400.SQFT
25	MR.JAGANNATH.BABAJI.MORE.	C/25	
2	MR.VITHAL.SAVALARAM.LOKHANDE	C/26	
OK.			400.SQF1
6	MRS. BEENA.DEEPAK.KAMDAR.		
28	WIR. MOTHER THE	C/28	400.SQFT
28 Q9 30 31 02 333 O4	MISS.DHUN.RUSTAMJI.PARDIWALA MR.KISHOR.PANDHARINATH.ACHARDKAR		400.SQFT
<u> </u>	The man and a state of a term and a state of a term of the control	C/31	
22	MISS ANNIE G FERNANDES		400.SQF7
333	MR. JAYWANT RAMKRISHNA. SAWAME		400.SQF
O4	MR.SHANKAR.RAOJI.DHURI.		400.SQF′
35	MR.SAWLARAM.GANGARAM.DHAUSKAR		400.SQF
36	MR.RAMAKANT.GOPAL.SAWANT. MR. LAXMAN.GOVIND.SHIRKE.		400.SQF
_ <del></del>	MR.MADHUKAR.BHIKAJI.BHANDHARI		400.SQF
<u>C</u> 9	MR.MADHKAR.ATMARAM.SALVI.		400.SQF
<b>2</b> i0	MR.VINAYAK.MADHUSUDAN.NARVEKAR.	C/40	400.SQF
<b>-</b>	TOTAL		
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# NAV SHAKTI DEVELOPERS.

# BUILDER'S AND DEVELOPERS

G-19 Kartik Opp Laxmi Ind Estate New Link Road Andheri (e) Mumbai-400063

PII.NO 28015043

## ANNEXURE D

# LIST OF AMENITIES TO BE PROVIDED MEMBERS OF SANGATA C.H.S. LTD.

# LIST OF AMENITIES

- 1. R.C.C. Frame Structure with R.C.C. Footings, Columns, Beams, Slab, O.H., Tanks U.G. Tanks, Lift Machine Room, etc.
- 2. The external walls shall be in 5"-6" thick Brick blocks with \( \frac{1}{2} \)" sand face Plaster externally & internal gypsum plaster. POP moulding work in living room only.
- 3. The internal walls shall be in 4" thick brick masonry with Cement plaster With Nero finish and White wash.

4. ELEVATOR

OTIS Elevator for Stilt + 7 upper Floors.

5. ENTRANCE LOBBY

Decorative Entrance Lobby.

6. SOCIETY OFFICE

Well furnished & equipped (200 SFT

CARPET) Society Office in still area.

With 1 P.C.

7. FLOORING

Self Contained, Entire flooring of all Living Rooms, Bed Rooms & Kitchen will be of Vitrified flooring. Toilets shall contain Spartex / Marble flooring, Every tread and riser of staircase and all landing of staircase will be finished with Kota

**बदर-१२** ए०८५ | ३० २००६ stone and Lobby on every floor shall have Granite flooring. Window will be of Marble and Granite fram.ng.

8. KITCHEN PLATFORM Black Granite with Marble stands, and Tiles up to heam bottom of Reputed Brand (size = 12" x 8") & Nirali Steel Sink. 24" x 18".

9. BATHROOM & W.C. 7'-0" Ft. Height Glazed Tiles of Reputed brand (size = 12" x 8") up to ceiling.

10. ALLUMINIUM WINDOW:

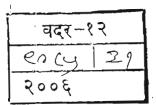
Powder coating black/brown, 3 Track with 3 shutter & additional mosquito net protection directly above marble framing with 3 sliding shutters. 1/4 series medium section (18 Gauge). 4mm Tinted Glass with M.S. Grill to all Windows / Balcony.

11. PAINTING

Internal white wash, External Sandtax. Oil paints to Doorframes, Doors.

12.

PLUMBING BATHROOM: Wall Mixer (Reputed brand) I Instant Geyser of ISI mark! Wash basin - Light Colour, Hot & Cold in Shower & Spout. Complete Concealed with Machine Test (pressure pump) 'C' class G.I. pipe with Concealed EGISTARS G.I. accessories & Sintex 4ank



13. TERRACE LOOPING & DOWN TAKE

Providing & Fixing 'C' class take G.I. Pipe line in terrace and on wait with, pump Delivery line one with registered non return Valve inside G.I. pipe line with I.S.I. and G.I. fittings, Stop cock to each inlet pipe in each flat.

14. PLUMBING FIXTURES IN W.C.

Wester W.C. or Indian – Light Colour. 1 Flush Valve or Flush Tank. 1 Bibcock, 1 cock connected in bathroom.

15. DRAINAGE PIPELINE

PVC, SWR (PRINCE & SUPREME MAKE) Pipe & C.I. Fitting (NICO) C.I. Pipes Up to first floor level & PVC Pipe above 1<sup>st</sup> floor, complete underground drainage work including Laying 6" and & 4" dia, SW pipe, gully trap, sewer trap and inspection chamber also the excavation work for the same as per the BMC rules & regulations.

BORE WELL to be provided.

16. DOOR FRAME & SHUTTERS

Main door frame 5" x 2½"

Internal Door frame 4" x 2½

Or Granite Frame
Internal Flush Door.

Main Door outside vincar finish

Melamine spray polish.

17. ELECTRIC : Conce

Conceal Copper Wiring Internal.

बदर : २ ८०८५ | २२ २००६ Modular - Switches WHITE / IVORY

a) LIVING ROOM

Ceiling Light point 2

Fan point 1

Common TV Antenna Point 1

Telephone points 1

5 Amp. Plug point 1 A/C Point 1

aa)

Electric Meter Cabin

b) BEDROOM

Fan Points 1

Light Point 2

5 Amp plug Point 1

Telephone Point !

TV Point 1

A/C Point 1

c) KITCHEN

Fan Point 1

Exhaust Fan Point 1 with fan

Aqua Guard Point 1

Light Point 1

5 Amp Plug Point 2

15 Amp Plug Point 1

2 1/15 Amp Pl. pts..

d) BATHIJOM

Light Point

15 Amp Plug Point

e) W.C.

Light Point 1

f) PASSAGE

Light Point 1

Bell Point 1

Wash Basin -- 5/15 Power Point.

1 Light Point.

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STAIRCASE MID g) LANDING

Light Point 1

Light Point 1

COMPOUND h)

Garden Light, Stilt Light,

Gate Light Security Cabin

Light, Gate Light.

Children Playing area with

Playing Apparatus.

18. DOOR FITTINGS

MAIN DOOR (BRASS FITTINGS)

Night Latch

Handle

Door peep

Safety Chain

Tower Bolt

Altrap

Door Stopper /

Letter Plate on main dog

INTERNAL DOOR' b)

Mortise Lock 1

Tower Bolt 1

BATHROOM & W.C., c)

DOOR

Baby Latch 2

Handle 2

PLINTH PORTECTION 19.

IN COMPOUND

Full paving with plain chips

Except R.G. area, complete storm

water Drain with chequered tile

finish.

20. WATER PROOFING

On Terrace with brick Bat coba and China Mosaic finish. Bathroom & W.C. with brick Bat coba. Overhead & Underground tank water Proofing. Lift Machine Room top.

- 21. Attractive Entrance M.S. Gate with Security Cabin.
- 22. Anti-termite treatment at plinth/Footing Level.
- 23. M.S. Grill to Balcony, W.C. & Bathroom Window.
- 24. Safety Doors
- 25. Intercom System
- 26. Pipe Gas Connection
- 27. Common / Antena / Dish Antenna
- 28. Servant's Toilet
- 29. Two Wheeler Stand.
- 30. List of approved material is mentioned below:

#### NO. MATERIAL

compound

100

#### APPROVAL BRANDS

paneled walls. 20% for bricks used in load castyris

- 1. Cement O.P.C. ACC, Gujrat Ambuja, L & T, Birla

  o Grade 43
- Bricks Ordinary clay bricks of any brand confirming to I.S.
   1077 minimum crushing strength 35 kg/sq.cm.
   Water absorption allowed 25% for bricks used in
- 3. Water proofing 'Imperno', 'Cicco', Roff, 'Sunanda chemica
- 4. White Cement 'ACC', 'JK While', 'Birla'.

'Scott No.1', Krishan Chemical MC bauch

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	5.	· C.I. Pipes	confirming to ISI standard.
	6.	P.V.C. pipes	'Supreme', 'Prince', confirming to IS 13592 and ISI
			and weight of pipes shall be 6 Kg/MT.
-	7.	Concrete addivities	
=	а.	Polymers '	Roffe
			Sika, Sunanda, Krishan Chemical, MC bauch.
	b.	WP Compound	Roffe
-			Sika, Sunanda
7	C.	Repair mortar	Roffe Sika, Sunanda
₹	d.	Plasticizers	Roffe
- 5F			Sika, Sunanda
	e.	Epoxy	Ciba, Choksy
	8.	Sand	Sand shall be river sand with silt content less than 3% by volume.
	9.	Water	Potable water free from organic or any other deleterious substances.
	10.	G. I. Pipes	C Class of Tata & Zenith or any other brand confirming to ISI standards with weight of pipes as follows:  1/2" dia 1.51 kg/meter  1" dia 3.08 kg/meter  1" dia 3.97 kg/meter
			7
			<u> </u>

1½" dia 4.53 kg/meter 2" dia 6.38 kg/meter

11. Ceramic tiles Johnson & Johnson

Nitco tiles / Kajaria / Naveen

or equivalent make.

12. Vitrified Euro, or any equivalent make

13. G. I. Fitting Jaquar or marc

14. Floor height 9'-6"

15. Loft over toilet with Sintex tank 500

16. Decorative grils to all window of same design in Chhaja line.

17. Decorative elevation.

18. Separation of commercial area and rosidential area from security reasons/point of view, by proposing separate and altogether independent entrances.

19. Electrical connection and overhead water tanks for commercial and residential area.

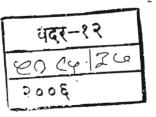
30. Work Progress Chart / Bar Chart

The total of the t

Work Schedule regarding the reconstruction work to be carried out in stages for the proposed redevelopment of the Manua Sangata

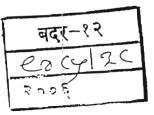
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Bunder Road Walad (W), Mumb

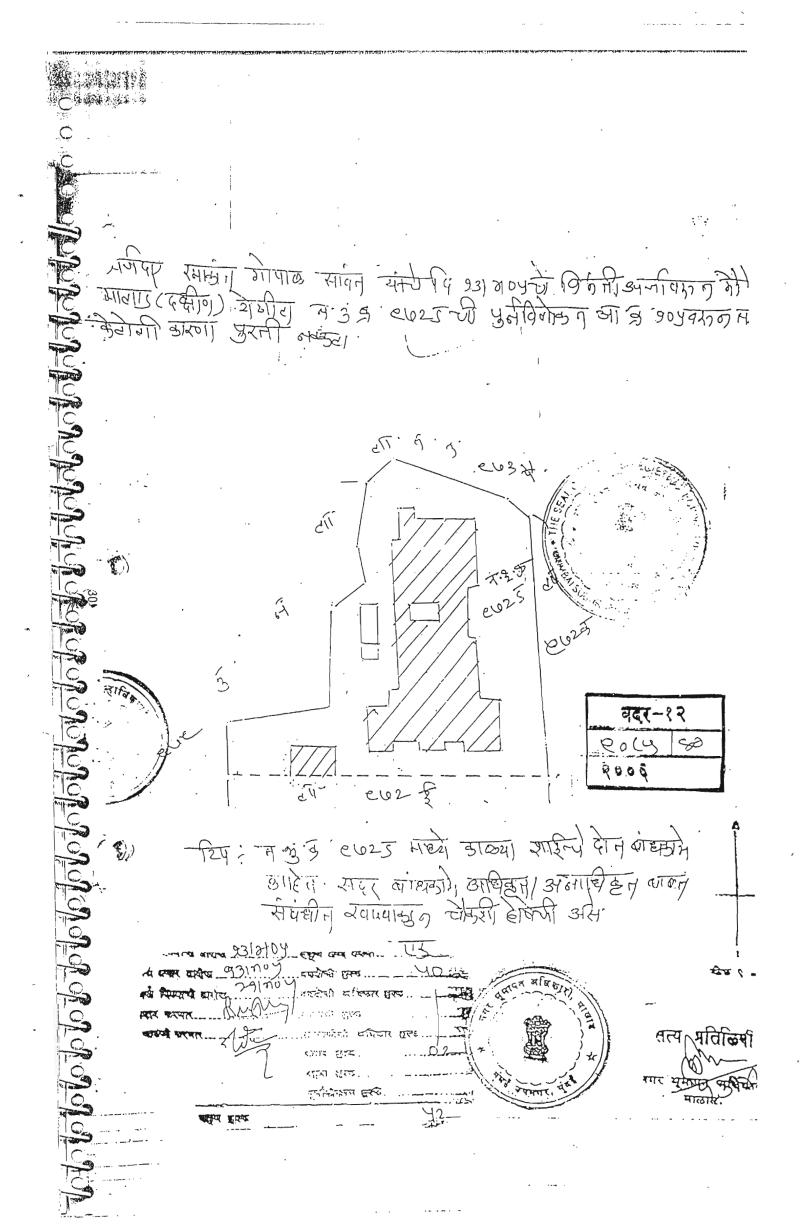


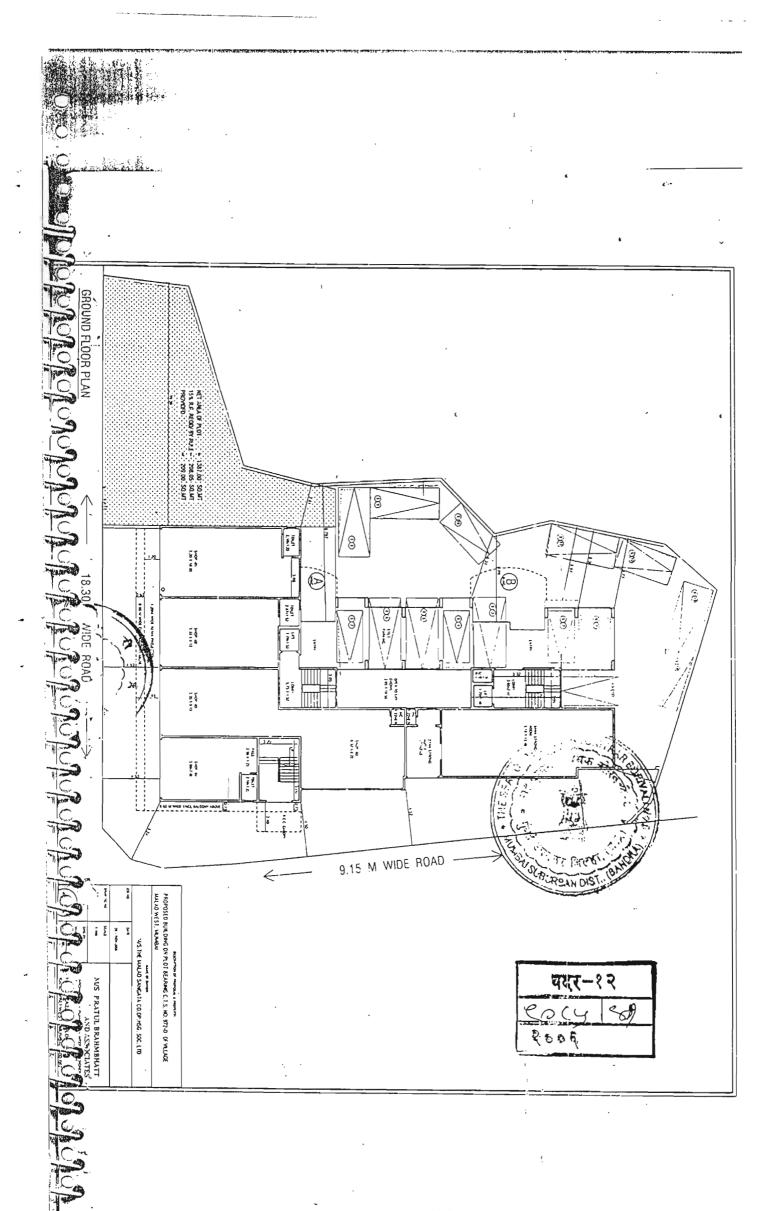
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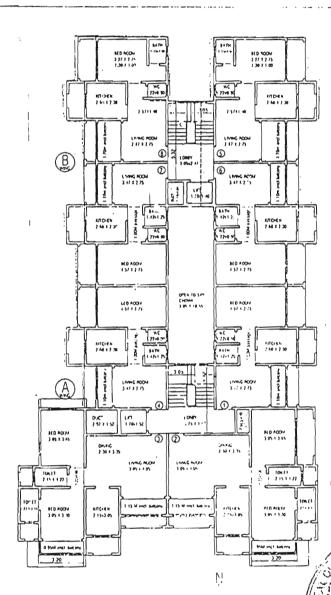
S.N.	ACTIVITY	TIME PERIOD (IN DAYS)
1.	DEMOLITION OF THE EXISTING BUILDING	30 DAYS
2.	PILE FOUNDATION WORK	45 DAYS
3.	PILE CAPS AND CONSTRUCTION OF PLINTH I.E. BASEMENT AND BASEMENT RAMP	90 DAYS
4.	LAYING OF THE 1 <sup>ST</sup> SLAB	15 DAYS
5.	LAYING OF THE 2 <sup>ND</sup> SLAB	15 DAYS
6.	LAYING OF THE 3 <sup>RD</sup> SLAB	15 DAYS
7.	LAYING OF THE 4 <sup>TH</sup> SLAB	15 DAYS
8.	LAYING OF THE 5 <sup>TH</sup> SLAB	· 15 DAYS
9.	LAYING OF THE 6 <sup>TH</sup> SLAB	15 DAYS
10.	LAYING OF THE 7 <sup>TH</sup> SLAB	15 DAYS
11.	CONSTRUCTION OF BRICK WORK	30 DAYS
12.	EXTERNAL AND INTERNAL PLASTER	30 DAYS
13.	PLUMBING AND ELECTRICAL WORK	30 DAYS
14.	FLOORING AND TILING WORK	45 DAYS
15.	DOORS AND WINDOW FIXING	30 DAYS
16.	MICELANEOUS WORKS	50 DAYS
	TOTAL	540 DAYS (18 MONTHS)



The solution of the solution o C. T. S. 20 c. G. P., IL D., No. 8616, dated 19-9-26.) RULED CARD 28832 - 11-26-5X वदर-१२ 666 २०७६ **मिति** छिषी







TYPICAL FLOOR PLAN

<u>TYPICAL FLOOR. PLAN OF THE MALAD SANGATA CO-OP.HSG.SOC.LTD.</u>

ATUL BRAUMBHATT & ASSOCIAT 17-151 HOUR, OM PLAZA KANDIVLI (W) MUMBAI-67

गदर-१२ ८०८५ ४२ २००६



## ANNEXHRE B

## The Malad Sangata Co-operative Housing Society Ltd.

(Reg. No. BOM / HSG / 4014 OF 1973)

	1		
Ref. No		Date	

THE RESOLUTIONS PASSED AT THE SPECIAL GENERAL BODY MEETING OF THE MALAD SANGATA CO-PERATIVE HOUSING SOCIETY LTD, HELD ON 9<sup>TH</sup> DECEMBER 2006.

1. Resolved that the property of the Society viz. all that piece or parcel of land together with the building standing thereon constructed in the year 1976 known as "Malad Sangata" bearing C. T. S. No. 972 (part), Survey No. 450, Hissa No. 1, admeasuring about 2108 Sq. Yards i. e. 1762, 4988 Sq. Meters of Village Malad (south), Taluka Borivali, M.S.D. situated on or towards the West the proposed Municipal Road having its main frontage on the existing Chincholi Road, popularly known as Bunder Pakhadi Road, Malad (the said property) and for that purpose M/s Navshakti Developers, a partnership firm having its principal place of business at 17, Om Plaza, 1st Floor, Vasanji Lalji Road, Kandivali (W), Mumbai – 400 067, be appointed as the Developers to redevelop and reconstruct the said property.

Proposed By – Mr. Madhukar Bhikaji Bhandari Seconded By – Mr. Vasant Tukaram Narvekar

2. Resolved that the Drafts of the Memorandum of Understanding for Development, a limited Power of Attorney and plans of redevelopment work of the Society building as well as Amenities provided by the Developers are put up before the Special Body Meeting of the society and are approved and initialed by the Chairman of the Meeting Shri. Janardan. Shankar Parab.

Proposed by – Mr. Kishor Pandharinath. Acharekar, Seconded By – Mr. Milind B. Sakhardande

- 3. Resolved that the Special General Body Meeting has empower 建能 members namely:
  - 1) Shri Janardan Shankar Parab -- Chairman

- 2) Shri Madhukar Atmaram Salvi Secretary
- 3) Shri Prabhakar Mahadeo Pawar Treasurer and
- 4) Shri Jagannath Vithoba Satam member of Re-development Committee, to sign all relevant documents pertaining to the redevelopment work of behalf of our Housing Society and liaise/Co-ordinate with the developers and oversee the redevelopment work till completion of the work.

Proposed by - Shri. Vasant Tukaram Narvekar Second by - Shri. Shekhar Angara Anchan



## The Malad Sangata Co-operative Housing Society Ltd.

(Reg. No. BOM / HSG / 4014 OF 1973)

Ref. No.		Date
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- 4. Resolved that the Development Committee consisting of the following persons be & appointed and they are authorised to take all the decisions for development of the said property and their decision shall be final and binding on all the members of the Society. They are -
  - 1. Shri, Janardan Shankar Parab
  - 2. Shri Madhukar Atmaram Salvi
  - 3. Shri Prabhakar Mahadeo Pawar
  - 4. Shri Ramakant Gopal Sawant
  - 5. Shri Laxman Govind Shirke
  - 6. Shri Jaganath Vithoba Satam
  - 7. Shri Shankar Raoji Dhuri
  - 8. Shri Jaganath Babaji More
  - 9. Shri Vithal Sawalaram Lokhande

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Proposed by - Sh. Balkrishna Raghunath. Maluste Seconded by - Sh. Jitendra Hari Pilke

CHAIRMAN

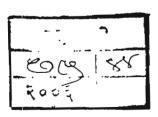
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सह दु.नि.का-बोरीवली 6

दस्त क्रमांक :

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जगत्राथ विठोबा साठम -पत्ता: घर/फ्लॅट नं: -गल्ली/रस्ता: -

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ईमारत नं: -पेठ/यसाहत: -.शहर/गाय:-तालुका: - 9085/2006

दरताचा प्रकार: करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

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गावाने नाव मालाड

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दस्तऐवजाचा अनुक्रमांक

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दरता ऐवजाचा प्रकार

करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

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वंकेचे नाव व पत्ता: वंक ऑफ बडौदा , सांताकुज प मुं 54.;

डीडी/धनाकर्ष क्रमांक: पे ऑर्डर नं 322536; रक्कम: 30000 रू.; दिनांक: 20/12/2006

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