323/1645

पावती

Original/Duplicate

Tuesday, March 05, 2013

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4:17 PM

Regn.:39M

पावती क्रं.: 1919

दिनांक: 05/03/2013

गाताचे नावः विलेपार्ले

दस्तऐवजाचा अन्क्रमांकः वदर4-1645-2013 दस्तऐवजाचा प्रकार : पर्यायी जागेचा करार सादर करणाऱ्याचे नाव: स्भाष प्रेमनाथ प्रभ्देसाई

नोंदणी फी

₹. 18500.00

₹. 1960.00

रु. 20460.00

आपणास हा दस्तऐवज अंदाजे 4:95 PM हया वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

क्ट्यम निबंधक, अंधेरी-2

बाजार मुल्यः रु.1844500 /-

मोबदलाः रु.0/-

भरलेले मुद्रांक शुल्क :

रु. 92500/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.18500/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 767747 दिनांक: 04/03/2013

बँकेचे नाव व पत्ताः Panjab National Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 1960/-

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5/3/18 30/24073487 सम्मारी प्रमुक्ताई

village-villeparle-(E)

20ne-36/183, member Agreement:

C.TS. MO- 526 A

New Area of flat to the member Free

914.41 (17600) - 1741001-10-76

B) Corporning to the onem per face of cost-

120 59.717 x 17600/- x 251/- = 49500/-

M.V. 18445001 A.V. - 1845001-R.J. 184501-



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AND

SHRI.SUBHASH PREMNATH PRABHUDESAI, adult, Indian Inhabitant of Mumbai residing at Flat No.20, Second Floor, Ravikiran God Housing Society Ltd., Tejpal Scheme Road No.1, Vile Parle (East), Mumbai – 400 057., hereinafter referred to as the "MEMBER" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the Second Part

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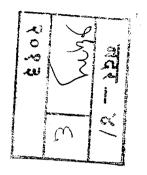
AND

RAVIKIRAN CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM/HSG/1508 of 1967 having its registered address at Tejpal Scheme Road No. Vile. Parle (East), Mumbai - 400 057, hereinafter referred to as "the CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the THIRD PART;

WHEREAS:-

- A. The Society is the Occupier of immovable properties being all that piece or parcel of land ground admeasuring 1139 sq. mtrs. bearing C.T.S. No.526A of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, situated at Tejpal Scheme Road No.1, Vile Parle (East), Mumbai 400 057, the building standing thereon known as RAVIKIRAN Co-operative Housing Society Limited and more particularly described in the First Schedule hereunder written, (hereinafter referred to as the said Property) The said property stands in the municipal records in the name of the society;
- B. The Developers approached the Society with a proposal for constructing a new building by demolishing the old and existing society building as may be permissible under the Development Control Regulations for Greater Mumbai, 1991, by virtue of utilization of existing FSI as well as TDR utilization plus Fungible FSI Totaling to 2.7 FSI;
- C. The Society therefore invited the Developers to construct the new building;

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- D. Vide a Development Agreement dated 10/07/2012 registered with the Sub-Registrar of Assurances at Bandra under No.BDR4-06306-2012 dated 11/07/2012 made between the Society and the Developers. The Developers shall demolish the existing building RAVIKIRAN CO-OPERATIVE HOUSING SOCIETY LIMITED and shall construct a new building the pri as per the terms and conditions entered in the said Developh of Agreement.
- E. It has been inter alia agreed in the said Development Agreement dated 10/07/2012 that the Developers shall give and allot to the member as and by way of permanent alternate accommodation flats in the new building proposed to be constructed by the Developers having an equivalent carpet area of the existing flats with an additional free 265.27 sq.ft. carpet area.
- F. The MEMBER is the Occupier of the Flat No.20 on the Second floor admeasuring approximately 647 sq. Ft. Carpet area of the "RAVIKIRAN CO-OPERATIVE HOUSING SOCIETY LIMITED", situated at Tejpal Scherne Road No.1, Vile Parle (East), Mumbai 400 057, (hereinafter referred to as "the said flat"). The MEMBER is holding Share Certificate No.0003 for 5 shares of Rs.50/- each fully paid-up bearing distinctive nos. from 11 to 15 and Share Certificate No.0015 for 95 shares of Rs.50/- each fully paid-up bearing distinctive nos. from 251 to 345 (hereinafter referred to as "the said.").
- G. The Developers have approached the said society to handover to the Developers the property for purpose of development of construction of a new building on the said above site after demolishing the existing structure known as "RAVIKIRAN", Where the said MEMBER occupied the flat. It is also agreed that the new premises on obtaining occupation certificate shall be given to the

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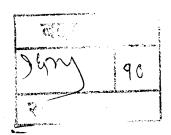
said MEMBER FREE OF COST, in lieu of his handing over possession of his old premises i.e. the said flat. The MEMBER has agreed to vacate the said flat occupied by him on the following terms and conditions:

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

- 1. That the MEMBER has agreed to hand over vacant possession of his existing premises being Flat No.20 on the Second floor, admeasuring approximately 647 sq. Ft. Carpet area of the building known as "RAVIKIRAN CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing C.T.S. No.526A, admeasuring 1139 sq.mtrs., of Village Ville Parle (East), Taluka Andheri, Mumbai Suburban District, situated at Tejpal Scheme Road No.1, Ville Parle (East), Mumbai 400 057, standing on the said property more particularly described in the First Schedule nereunder written to the Developers, for the purpose of demolition and re-development and the MEMBER has handed over the possession on the representations made hereinbelow.
 - 2. The Developers shall provide to the MEMBER, Flat No. 405, "B" Wing on the Fourth floor, having 914.41 sq. ft. carpet area in the new building known as "RAVIKIRAN" and more particularly shown on the plan Annexure 'A' here to; with lift to be constructed on the said property i.e. C.T.S. No.526A, Village Vile Parle (East), hereinafter referred to as "the permanent alternate accommodation". The said permanent alternate accommodation is more particularly described in the Second Schedule hereunder written and will be allotted free of cost in the new building. The Developers shall also provide to the member one covered car parking space in the

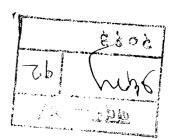
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- stilt/basement area, the allotment letter for parking space shall be issued to the member at the time of possession of the new flat.
- 3. In addition to the newly constructed flats to be given to the MEMBER

 The Developer has agreed to pay hardship compensation fund to
 enable the members to mitigate the increased taxes and outgoings
 which he may have to pay in respect of the new flat and to
 compensate him for the risk taken and the hard hip he will undergo
 during the period of construction of Rs.2,200 Rupees Two
 Thousand Two Hundred Only) per sq. ft. on the existing carpet area
 as follows: -.
 - 1) 50 % at the time of executing the Development Agreement with the society.
 - 2) 50 % at the time of MEMBER handing over the vacant and peaceful possession of their respective flat to the Developers.
- 4. The Developer shall provide the amenities to be provided in the new premises for the Members in the new building and the new building will contain the specifications and common amenities a list whereof is annexed hereto and marked as Annexure "B".
- 5. The Developer will also pay to each member Rs.70/- per sd. หี. อัก รี carpet area per month for temporary accommodation by advance post dated cheques as hardship compensation for the initial period of 18 months (and also for the extended period of further six months if required) the amount for the initial period of 18 months will be paid at the time of registration of Agreement for permanent alternate accommodation. construction period, for any reason is delayed, beyond 24 months. The Developers agrees to pay the hardship compensation @ Rs.80/- per sq. ft. per month of such extended period till the possession of the new flat. Ne M





- 6. The Developer also agreed to pay to MEMBER as under:-
 - (a) One month hardship compensation as brokerage
 - (b) Rs.10,000/- for shifting from present premises to the temporary alternate accommodation.
 - (c) Rs.10,000/- for moving to the new fat from the temporary alternate accommodation.
- 7. Developer by their letter dated 6/11/2012 has been the post dated cheques for 18 Months hardship compensation for Temporary Alternate Accommodation for the period from 1/12/2012, One Month Brokerage, balance full and final Hardship compensation, shifting charges. The MEMBER has agreed to vacate the premises presently in his possession and handover the same to the Honorary Secretary within 15 days from the date of intimation of I.O.D by the Developer. The Managing Committee after satisfying the plans approved by M.C.G.M. with I.O.D. of 2.7 FSI, with all the necessary permissions and sanction from civil Aviation for '7' floors, Execution of Bank Guarantee and loading of T.D.R. in the name of the society will handover the vacant possession of the society premises to the Developers
- 8. The MEMBER further agrees that he and any person through him shall not cause any nuisance, obstruction, hindrance, problem and/or disturbance to the Developers their men, labourers, machines and materials on site of the building, before, during or after the construction of the new building. The MEMBER further agrees that the salvage removed out of the old structures are the exclusive property of the Developers and the MEMBER does not have any claim of any nature whatsoever on such materials.

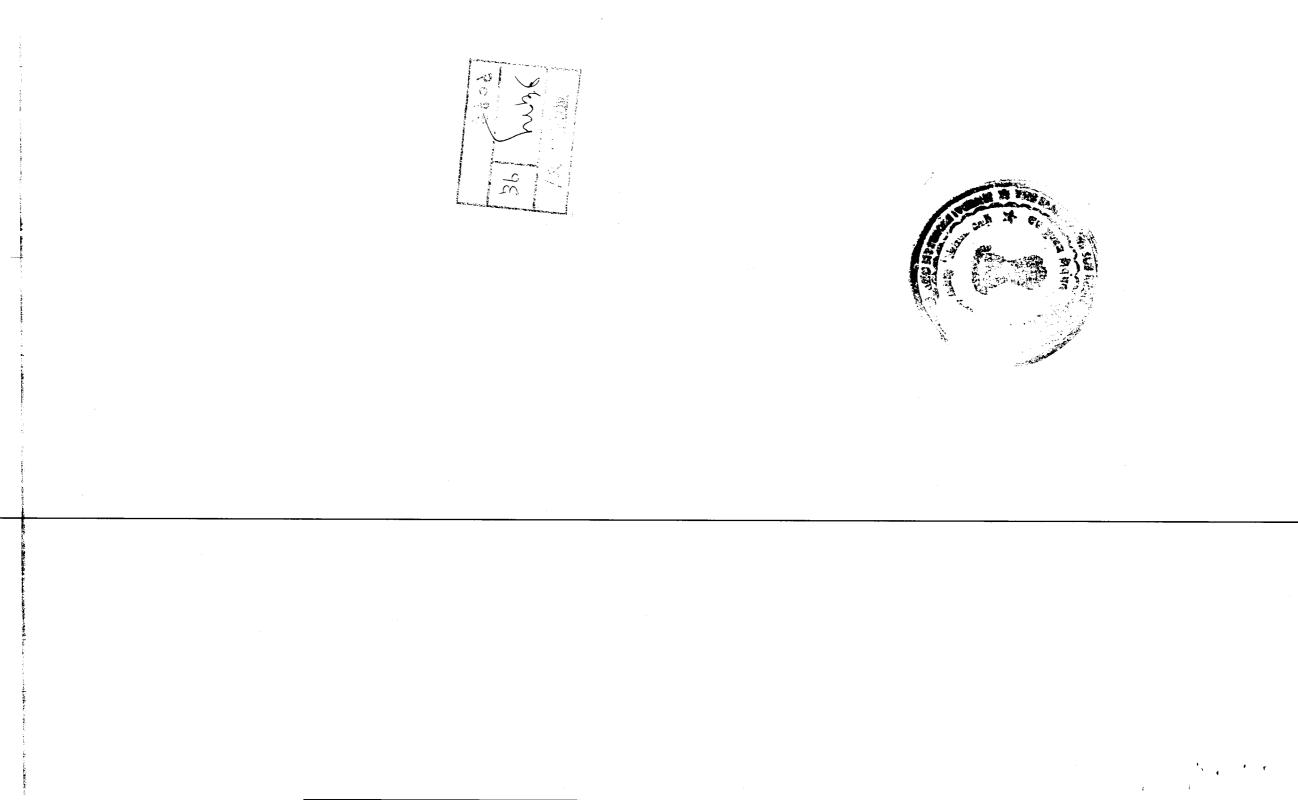
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- 9. The Developers confirm that they shall carry out the construction after completion of all the legal formalities and after obtaining legal permission from all the concerned authorities required for development of the structures and the premises.
- The Developer shall complete construction of the new building in all respect in accordance with the plan and street cation duly approved and sanctioned by the MCGM and other coverned authorities and shall deliver possession of the said per alternate accommodation complete in all respect with all agreed amenities to the Member and obtaining the Occupation Certificate within 24 months from the date of giving vacant possession of the old premises by the MEMBER.
- 11. The Developers agree that they shall construct the new building as per the sanctioned plans only and shall hand over the possession of the permanent alternate accommodation with a total carpet area of 914.41 sq.ft., to the MEMBER after obtaining necessary occupation certificate.
- 12. The Developers further agrees that they shall alone bear the costs of demolition, new construction / reconstruction including fees and expenses of all the consultants, engineers, architects, contractors, legal advisor and fees and expenses of Municipal Corporation and Government Departments and shall be responsible for obtaining all the permissions' sanctions and NOCs required for the demolition of the existing building, construction and development of the new building, without any recourse to the MEMBER and shall not demand for any reimbursement of any amounts from the MEMBER.
- 13. It is agreed and understood that the new accommodation to be given to the MEMBER shall be in lieu of the present accommodation of the

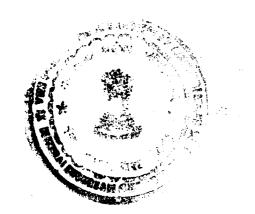
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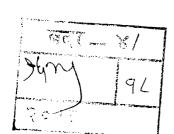


MEMBER in the existing structure and there is no consideration payable by the MEMBER to the Developers.

- 14. The MEMBER shall have no claim save except in respect the said permanent alternate accommodation agreed to be acquired by him i.e. open space, lobbies, lifts, etc. And the same shall remain the property of the society.
- 15. The Agreement shall always be subject to the provinces contained in the Maharashtra ownership Flats (Regulation for the promotion of construction, rules, management and transfer) Act, 1963 Act XVL of 1963 or any other provisions of law applicable thereto.
- 16. The stamp duty and registration fees on this agreement shall be borne and paid by the Developers alone and for purchase of additional area the stamp duty and registration fees, Vat, service Tax shall be borne and paid by MEMBER. All the parties shall immediately on execution of this agreement attend the office of the Sub-Registrar and lodge the agreement for registration and admit the execution thereof.
- 17. The Developers shall be liable to rectify the defects, if any in the said flat for a period of Two years from the date of their handing over the possession of the said flat to the MEMBER at the Developers' cost. If the MEMBER has carried out any structural alterations in the said flat then in that event the Developers shall not be liable for the same.
- 18. This agreement is executed by the parties hereto as a corollary to the said Development Agreement and it is further hereby clearly agreed and understood that all the terms and conditions contained in the said Development Agreement shall be binding on the parties thereto including the parties hereto.

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IN WITNESS WHEREOF the parties have put there hand the day and year first herein above written.

THE FIRST SCHEDULE PROVE REFERRED TO

All that piece and parcel of land together with structures standing thereon known as "RAVI KIRAN" admeasuring 1139 sq. mtrs. bearing C.T.S. No.526A of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, and bounded as follows:-

THE SECOND SCHEDULE ABOVE REFERRED TO

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Flat No.405, 'B' Wing admeasuring 914.41 sq. ft. carpet area on the Fourth floor of the proposed building known as "RAVIKIRAN" situated at All that piece and parcel of land or piot situate, bearing CTS No.526A admeasuring 1139 sq. mtrs.

SIGNED	SEALED	AND	DEL	IVER	ED
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By the within-named DEVELOPERS,

M/s. NIVARA DEVELOPERS

Through its proprietor

MR. PRASAD PATIL

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SIGNED AND DELIVERED by the

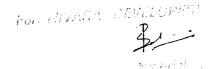
Within named MEMBER

SHRI.SUBHASH PREMNATH PRABHUDESAI)





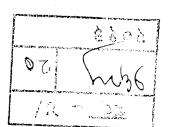
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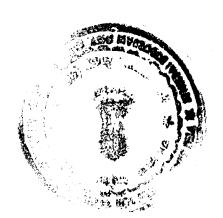




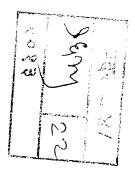


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the within named "The Society"			2083	
RAVI KIRAN CO-OPERATIVE HO	DUSING	SOCIETY LTD	September 19 Septe	nago-talekin dalamin darkes instarronmentet.
Has hereunto been affixed pursual	nt to the	resolution		
passed at its Special General Bod	y Meetir	ng		
held on 24/07/2011 in the presence	e of)			
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1. MR.ASHOK N. PHADNIS)	12 (NC)	/ \ \ .	222
Hon. Chairman)			
2. MR.NITIN R.TAMHANE)		A Control of the Cont	
Hon. Secretary)			
3. MR.SURESH S.LONDHE)	~ch	Sentone	
Hon. Treasurer)			
who have hereunto set and)		10 ms (***) The	
subscribed their respective hands)	J. J.	والمسور	
in the presence of)). J.		
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RECEIPT

RECEIVED of and from the Developer the sum of Rs.14,23,400/- (Rupees Fourteen Lac Twenty Three Thousand Four Hundred Only) being the amount already paid as hardship compensation by

- Rs.7,11,700/- cheque No.081417 dated 10/07/2012 drawn on Punjab
 National Bank, Vile Parle (East) Branch.
- 2) Rs.7,11,700/- cheque No. 2,80595 dated 11312013 drawn on Punjab National Bank, Vile Parle (East) Branch.

Rs. 14,23,400/-

I SAY RECEIVED

SHRI.SUBHASH PREMNATH PRABHUDESAI)

MEMBER

WITNESSES:

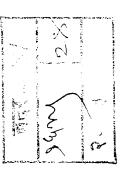
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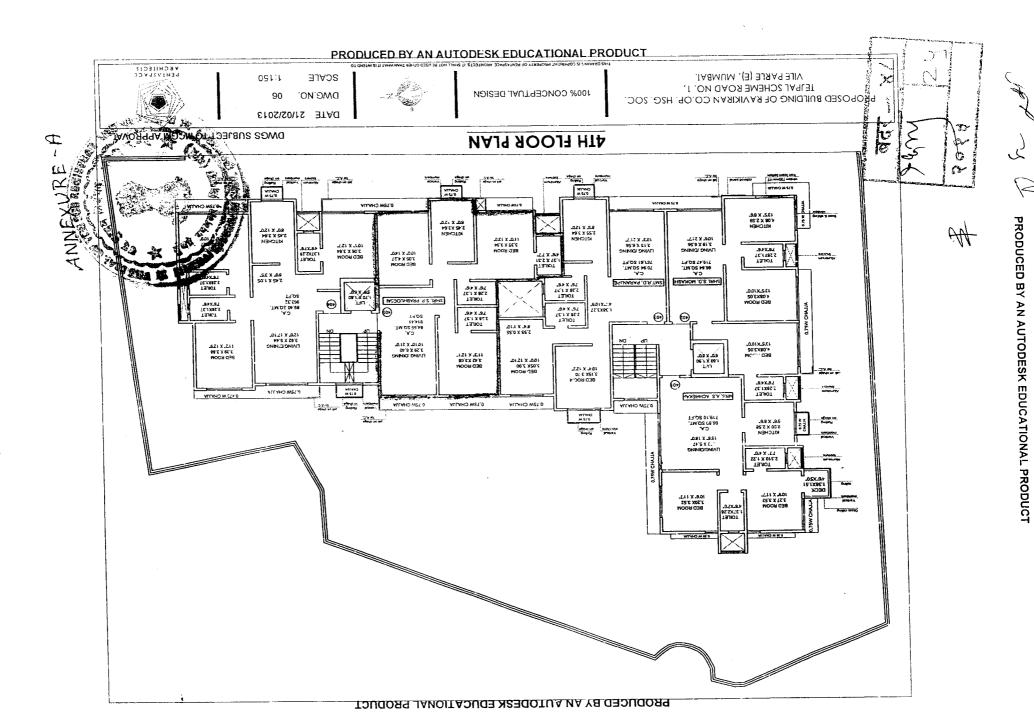
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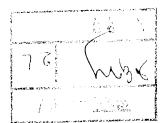


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THE LIST OF AMENITIES AND SPECIFICATION.

- The internal plaster of the rooms and staircases to be done in cement sand mortar 1:4 with final P.O.P finish.
- 2. Window Opening: The window opening to be provided with Marble / Granite stone double sill framework on all the four sides.
 - The Aluminum sliding / open able windows to have good quality float glass 6 mm thick with Powder coating / Anodising to the aluminum se
 - Developer has to provide M.S. Grills of uniform design to bathroom and toilets.
 - · The sill height of the living room to be lower.
 - · Mosquitoes Nets in all windows.
 - · Curtain rods on all doors and windows.
 - 3. Water Proofing: All the open wet areas viz. Terrace, Lift Machine Room Top, Mumty Room Top, Chajjas, Balcony Tops to be waterproofed with brick bat coba and I.P.S. The Terrace and ba cony top to be topped with china chips.
 - · All the closed wet areas viz. Bathroom, W.C. and Kitchen sinks to be de brick bat coba finished with cement mortar and made completely waterproof.
 - Damp Proof Course [D.P.C.] below the plinth beam.
 - 4. Plumbing all the pipes [drainage and water supply] shall be at least 65 mm -75 mm away from the walls.





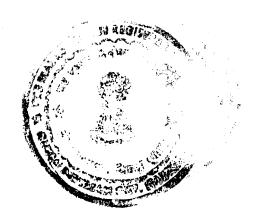


· Drainage Vertical Drainage pipes and fittings shall be of C.I./ P.V.C. material. The Under Drainage pipes shall be of best quality S.W.G. pipes and fittings with box concerting. All vertical drainage and rain water pipe lines and water supply work up to and including drainage connection to the Sewage line and water connection to the BMC water main including Water master and be carried out through Licensed plumber as per BMCrequirement. drainage work to be removed and redone as directed by A · Water Supply The water supply pipes shall be C class fittings to be IS approved. The water connection to all the B.M.C. norms i.e. water connection for domestic use a connection for flushing.

- 5. Plumbing Fixtures and Fittings: Concealed plumbing for internal water supply works . The fittings to be provided of C.P.
 - · Wash basin to be provided in bathrooms / toilet blocks.
 - · Space to be provided for Washing Machine with necessary plumbing fixtures.
 - · Bathroom to be provided with geysers (gas heater).
 - 6. Paints: The internal paints shall be of Plastic Emulsion / Luster paint over P.O.P in wall and ceilings.

7. Electrical Fixtures and Fittings

- · Concealed copper wiring with reputed brand switches.
- · Three phased meter connection.
- · Cable, Internet and Telephone point to be provided in each and every habitable room.



- · Adequate numbers of Lights and Fans to be provided.
- · Provision to be made for electrical points for Microwave ovens, Washing machines, Television sets, Air Conditioners, Exhaust fans, Geyser etc.
- · Video door phone for each flat.
- · Intercom facility for each flat.

8. Doors

- The main entrance door to be of good quality teak wood so decorative finish with heavy duty brass hardware fitting a system.
- Safety door to be provided with provision for seeing through the same with locking arrangement.
- · The framework for main and safety door to be in good quality teakwood.
- The doors of Bathroom / W.C. /Toilet block to be of fiber body and in powder coated aluminum frame work.
- · The frame work for the doors in Bathroom / W.C. /Toilet block will be in granite / marble double Patti with moulding.

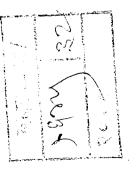
9. Standard Amenities in each Flat

Living Room

- The internal plaster of the walls and ceiling to be done with P.O.P. finish.
- · The flooring to be in Vitrified Tiles / Marbonite Tiles / Granite.
- · The window sill should be at the floor level.
- Wall and ceiling of the room to be of P.O.P. finished with decorative P.OP. moulding.

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- The main door to have safety door or small door opening in the entrance door.
- · Name board with flat number on the entrance door.
- Provision for Telephone, Intercom, Cable connection and Internet connection.

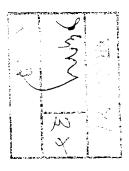
Kitchen

- · The internal plaster of the walls and ceiling to be done with
- · The flooring to be in Vitrified Tiles! Marbonite Tiles! Granite
- · The window sill should be at the floor level.
- RC.C loft to be provided.
- Granite kitchen platform with Cuddapah sandwich type frame work a steel sink and service platform with full height glazed tiles on wall.
- Modular Kitchen.
- The wall area below the kitchen platform to have white coloured ceramic tiles.
- · Water purifier and Exhaust Fans to be provided.

Master Bed Room

- · The internal plaster of the walls and ceiling to be done with P.O.P. finish.
- · The flooring to be in Vitrified Tiles / Marbonite Tiles / Granite.
- · The window sill should be at the floor level.
- · Wail and ceiling of the room to be of P.O.P. finish with decorative corner moulding.
- · Granite shelves to be provided.
- Provision for Telephone, Intercom, Cable connection and Internet connection.







· Toilet & Bathroom Block

_ The flooring to be in Glazed! Ceramic Anti skid Tiles/ Full height glazed [designer] titles.

Partial RC.C. Loft, Storage geyser of 25 litres capacity, Exhaust Fan, Stainless steel towel rod, tooth brush holder, soap dish, sanital holder, European water closet, Flush tank and Jet spray.

_ Ceiling to be finished with oil paint / tiles / false ceiling of P

_ Quality Wash Basin, Western Latrine Seats and Flush Sys

Bed Room

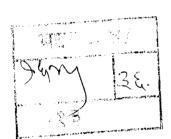
- The internal plaster of the walls and ceiling to be done with P.O.P. finish
- · The flooring to be in Vitrified Tiles / Marbonite Tiles / Granite.
- · The window sill should be at the floor level.
- Wall and ceiling of the room to be of P.O.P. finish with decorative corner moulding.
- Provision for Telephone, Intercom, Cable connection and Internet connection.

Toilet & Bath Room

- · The flooring to be in Glazed! Ceramic Anti skid Tiles.
- Full height glazed [designer] tiles.
- Partial R.C.C. Loft, Storage geyser of 25 Liters capacity, Exhaust Fan, Stainless steel towelrod, tooth brush holder, soap dish and Granite shelves.
- · Ceiling to be finished with oil paint / Tiles / false ceiling of PVC sheet
- · Quality Wash Basin, Western Latrine Seats and Flush System Water Closet [W.C.]
- The flooring to be in Glazed / Ceramic Anti skid Tiles.

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· Full height glazed [designer] titles.

. Partial R.C.C. Loft, Exhaust Fan, soap dish, sanitary towel holder, European

water closet, Flush tank and Jet spray.

. Ceiling to be finish with oil paint / tiles / false ceiling of PVC sheet.





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will undergo during the period of construction the Developers agrees to pay corpus fund at @ Rs.2,200/- (Rupees Two Thousand Two Fundred Only) per sq.ft to each member on his existing carpet and as follows:

a) 50%: At the time of registration of this Development Agreement

b) 50%: At the late of the members handing of possession of heir existing flat to the developed demolishing.

3. The Developers will also pay to each member Rs. 707-(Rupees Seventy) per self ft on existing carpet area per month for temporary Alternate Accommodation as rent by post dated cheques for the initial period of 18 months (and also for the extended period of further six month if required) The amount for the initial period of 18 months will be paid at the time of Registration of individual agreement, If the construction period, for any reason, is delayed beyond 24 months the Developers agrees to pay the rent @ Rs.80/-(Rupees eighty) per sq.ft.per month of such extended period to each member Higher possession of new flat.

4. The Developers also agrees to pay to each member besides

(a) One month rent as brokerage, alongwith the rent st pula et in 8/3 above.

(b) Rs.10,000/- for shifting from present premises temporary a ternate accommodation.

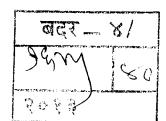
(c) Rs.10,000/- for moving to the new flat from the Alternate Accommodation

5. AMENITIES AND #PECIFICATIONS:

5.1 The amenities to be provided in the new premises to the Members of the new building are marked as Annexure D

5.2 The new building will contain the specifications and common amenities as shown in Annexure "E";



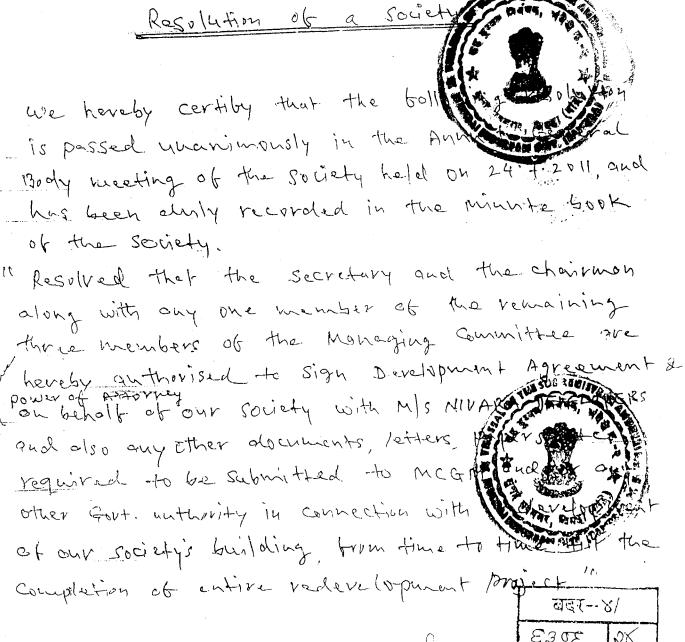


RAVIKIRAN CO-OPERATIVE HOUSING SOCIETY LTD.

Regd. No. BOM/HSG 1508 of 1967

Tejpal Scheme Road No.1, Vile Parle (East), Mumbai - 400 057

Date 8/12/2011



FOR RAVIKIRAN CO-OP. HSG, SOCIET,

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