

POSSESSION LETTER

Ref: ANL/CRLR/2004

Date: 1/7/04

To, Shivaram Shetty
Saibaba Adiwashi Sangh
Pocket NO - 6, Road NO - 16
MIDC, Andheri (e) - 93

Ref.: Agreement dated 26-11-96 for providing alternate accommodation to you under Slum Redevelopment Scheme at P/7, Rehab-2, 'C' Cross road, MIDC, Andheri (e) - 93 (hereinafter referred to as "Said Agreement".)

Sir/~~Madam~~,

1. As per the terms and conditions contained in the aforesaid agreement executed between yourself / ourselves, we hereby give to you on ownership basis tenement bearing flat No. 310 on the 3rd floor admeasuring 225 sq.ft. of carpet area (hereinafter referred to as the said flat) under Slum Redevelopment Scheme.
2. We have on this 1st day of July 2004 handed over vacant and peaceful possession of the said flat to you.
3. You have undertaken inspection of the said flat and are satisfied about the workmanship. You are also verified that the said flat is constructed as per the specification mentioned in the said agreement and all the amenities as specified in the said agreement are provided for in the said flat.
4. With effect from 1/7/04 you shall be liable to bear and pay all taxes and charges for electricity, water and other services and outgoing payable in respect of the said flat. Therefore you shall pay to the society or to Advoc. Committee for each month, proportionate share of all the outgoing in respect of the said flat as may be decided by Society or Advoc. Committee.

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5. You shall use and occupy the said flat as mentioned in the agreement only and shall not without prior written consent of the _____ Society / SRA in any manner sell, transfer assign, give on rent, lease/leave & license or otherwise dispose of the said flat, for the period of 10 years from the date of possession. You shall also not change the Residential user of the said flat.
6. The construction work of the entire building is completed and you are satisfied about its quality of workmanship and also amenities provided for, which you confirm is as per the said agreement.
7. We are hereby discharged from all our obligations as being performed under the said agreement.
8. You shall abide by all the duties and obligation required to be performed by you under the said agreement.
9. You shall be required to execute and register the agreement of permanent alternate accomodation as and when required.

We would request you to return to us a copy of this letter duly signed by you in token of your acceptance of all aforesaid terms and also confirming receipt and acceptance of the said flat.

Thanking you,

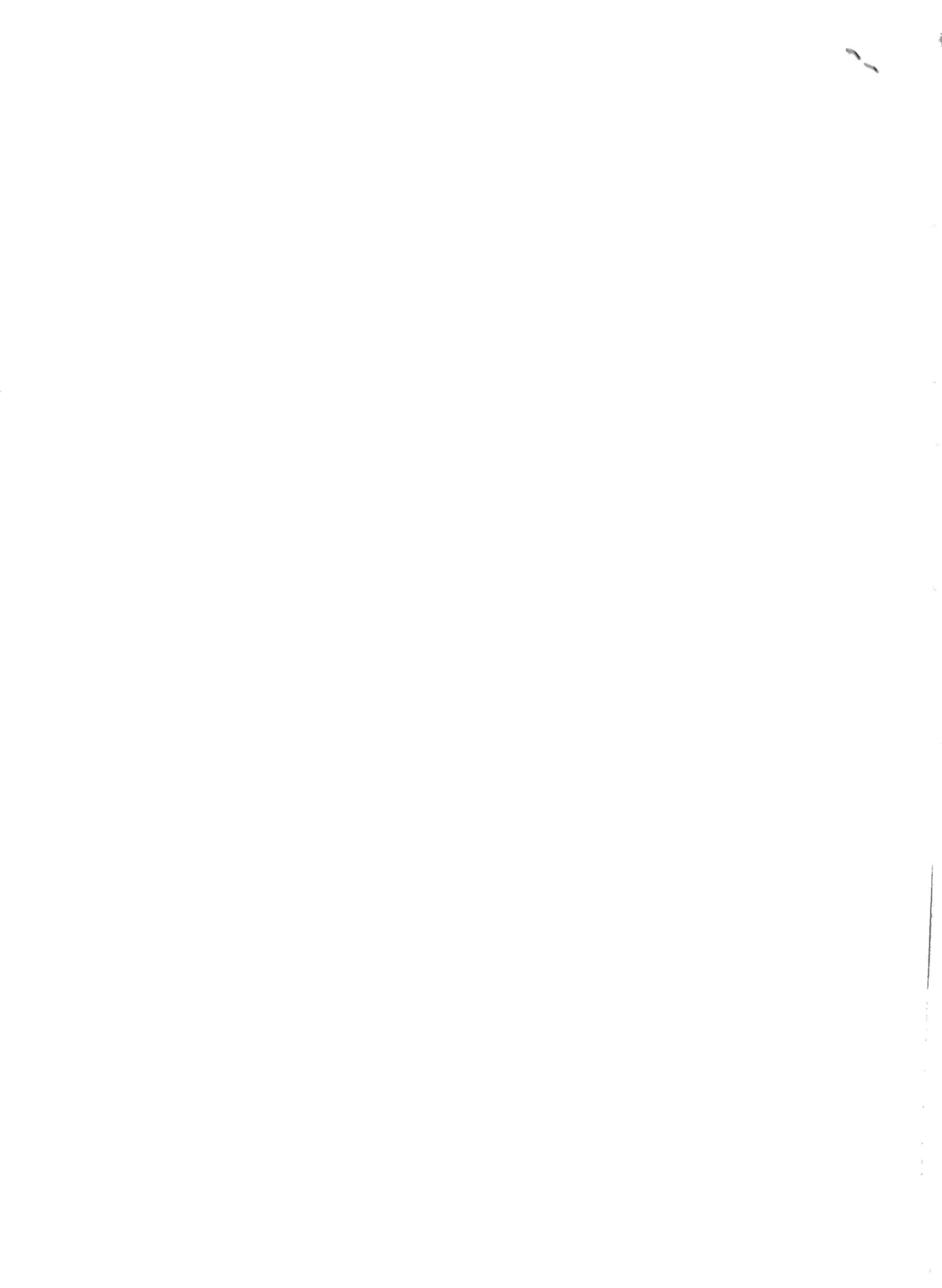
Yours faithfully,
For AKRUTI NIRMAN LIMITED



(AUTHORISED SIGNATORY)

I/We confirm above in toto and also acknowledge that vacant and peaceful possession of the said flat No. 310 on 3rd floor of the proposed society known as Rehab - 2 is received by me and I discharge M/s. Akruti Nirman Ltd. from all its obligations under the agreement dated 26-11-96.


TENANT/S



AGREEMENT



LES OF AGREEMENT made at _____ day of Nov 1996 B e t w between

SKRITI NIRMAN PVT. LTD., a Private Limited Company having its Registered Office at Mukhyadhyapak Bhavan, 2nd floor, Road No, 24, Flat No-6B Sion (W), Mumbai 400 022. hereinafter called "the Developers" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the One part; And SHRI/SMT. _____

Shivaram Kulkarni Sletty SKAT

Mumbai, Indian inhabitant, hereinafter called "the Occupant" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/ her heirs, executors, administrators and permitted persons) of the other part:

WHEREAS:

- (a) Maharashtra Industrial Development Corporation, a Government of Maharashtra Undertaking, having its Registered Office at Marol Industrial Area, Mahakali Caves Road, Andheri (East), Mumbai 400 093. (hereinafter called "the MIDC") are the absolute owners of property situated at Marol and more particularly described in the Firstly to Ninethly of the First Schedule hereunder written;
- (b) The Developers have been appointed by the MIDC as Developers for the purpose of development of the said property on the terms and conditions agreed between them;
- (c) By letter No.3026 of 1995 dated 13th September 1995 addressed to the Developers MIDC accepted the offer of the Developers as recorded in the letter dated 13th February, 1995

General Secy. Office
Bombay
PDA918
Date
22/11/96
R 00020

SKAT

for implementation of Slum Re-Development Scheme and to
provide permanent house to all eligible slum dwellers.

The Occupant and his/her family members are occupying a
Room No. _____ of a Chawl No. _____
^{Packet}
Building No. 6 of the property more
particularly described in the First Schedule hereunder written
and are not paying any rent / compensation of MIDC;

S. K. P. S. The Occupant has declared and hereby confirm that except
for himself/herself and his/her family members as under, there
is no other person in use or occupation or possession of the
said Room or any part thereof and hereinafter referred to as
"the existing premises" ;

Family Member	Age	Relation with the occupant
<u>Shivaram Kulkarni Shetty</u>	<u>65</u>	<u>Self</u>
<u>Shri. Shivaram Shetty</u>	<u>35</u>	<u>Wife</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) The Occupant further declares that he has not created any
third party rights in the said premises or any part thereof;
The said development work of the said property is being
carried out under the Scheme known as Slum Re-Development

...3.



S. K. P. S.

for implementation of Slum Re-Development Scheme and to
provide permanent house to all eligible slum dwellers.

The Occupant and his/her family members are occupying a
Room No. _____ of a Chawl No. _____
^{Block}
Building No. 6 of the property more
particularly described in the First Schedule hereunder written
and are not paying any rent / compensation of MIDC;

[Signature]
The Occupant has declared and hereby confirm that except
for himself/herself and his/her family members as under, there
is no other person in use or occupation or possession of the
said Room or any part thereof and hereinafter referred to as
"the existing premises" ;

Name of Family Member	Age	Relation with the occupant
<u>Shivaram Kukra Shetty</u>	<u>45</u>	<u>Self</u>
<u>Jaylisa Shivaram Shetty</u>	<u>35</u>	<u>Wife</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (f) The Occupant further declares that he has not created any third party rights in the said premises or any part thereof;
- (g) The said development work of the said property is being carried out under the Scheme known as Slum Re-Development



[Signature]

and the same is hereinafter referred to as "Slum Development Scheme".

(h) As per the said Scheme the Developers are required to provide permanent alternate accomodation of 225 sq.ft. of Carpet area to the occupants of the said property including the Occupant herein;

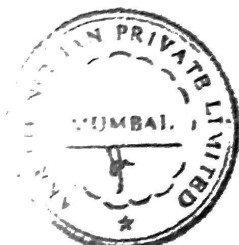
(i) The parties have agreed to on the terms and conditions on which such alternate accomodation has to be provided to the Occupant by the Developers and are desirous of recording the same as hereinafter appearing:

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

(1) The Developers agree to provide as and by way of alternate accommodation, in consideration of the Occupant vacating their present premises being Room No. _____ of a Chawl No. _____ / *Pocket* Building No. 6 on the property more particularly described in the First Schedule hereunder written, as mentioned hereinafter.

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(2) The Said permanent alternate accommodation shall consists of 225 sq. ft. of carpet area (including area of balcony) of any Building to be constructed on the plot belonging to the MIDC within the Marol



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Industrial area.

3. In the said permanent alternate accommodation, the Developers shall provide the amenities as mentioned in the Annexure 'A'.
4. The Developers shall construct a new building after the Plans are duly sanctioned by the Municipal Corporation of Greater Mumbai and / or MIDC and the commencement certificate is granted for providing permanent alternate accommodation to the Occupant.
5. The Developers shall construct at its own costs and expenses, if necessary, temporary tenantable structures of approximately hundred sq. ft. on any plot on the property belonging to the MIDC at Marol Industrial Area for the purpose of temporarily accommodating the Occupant therein. The Occupant shall not pay any rent or compensation for such temporary accommodation, but will be required to pay for Electricity, water etc used & consumed by him/her.
6. Within 15 days of intimation from the Developers that the temporary tenantable structure is ready for occupation by the Occupant, the Occupant shall vacate and hand over quiet, vacant, and peaceful possession of existing premises.
7. **If permanent alternative accommodation is ready, then within 15 days of intimation from the Developers that permanent alternate accommodation**



S. K. S. S.

is ready for occupation by the Occupant, the Occupant shall vacate and hand over quiet, vacant, and peaceful possession of existing premises or temporary accomodation in his possession.

8. The Developers shall be entitled to demolish the existing structure occupied by the occupant within 15 days of notice given to the Occupant that the temporary tenantable structure or the permanent alternate accommodation, as the case may be, is ready for occupation. On vacating the existing premises or on expiry of 15 days of receipt of the notice as aforesaid from the Developer, the Occupant shall cease to have any rights in the existing premises in his/her occupation.

9. The said tenantable temporary accommodation need not be of the same area as of the existing premises and need not contain all the facilities which are provided to the tenant in his/her existing premises.

10. The Occupant hereby agrees and undertakes not to create any hindrance, nuisance or problem to the Developers in getting the plan sanctioned and for getting IOD, Commencement Certificate, Occupation Certificate, Completion Certificate and demolish all existing structure construction of temporary tenantable premises and construction of new building to provide permanent alternate accommodation, or for sale in open market.

11. The Occupant hereby agrees to sign all papers, letters, plans, undertaking, forms, writing as may be required by the Developers for



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obtaining permission and sanction from the Municipal Corporation of Greater Bombay and/or MIDC and / or other requisite authorities for the purpose of development of the said property, and hereby authorise the Developers or its nominee to sign all of the above on his behalf.

12. In case the Occupant is not required to shift to any temporary accommodation as stated hereinabove, he/she would continue to stay in his /her existing premises and shall pay monthly compensation and electricity charges, etc. in the present manner till he/she is called upon by 15 days notice to shift to the permanent alternative accommodation allotted to him/her in the new bulding to be constructed on the said plot.

13. The new building to be constructed shall be completed by the Developers within a period of Three years from the date of starting of construction of a new building after commencement certificate for the entire building is granted.

14. The Occupant hereby declares that he is the sole ^{and eligible} occupant of the premises in his occupation and that he would not obstruct in any ~~manner~~ any work of construction. ~~He/She would not complain to any authority that due to work of construction, his/her right to light, air, ventilation or passage or any other right is affected or diminished in any manner or it causes any incovenienvce or nuisance.~~

15. The Occupant shall not be entitled to sublet, assign, grant



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leave and licence, sell, transfer, alienate, part with possession of the existing premises/temporary accommodation or proposed new premises or any part thereof without written consent of the Developers and of MIDC till occupant is provided with permanent alternate accommodation and thereafter of the MIDC for a period of 10 (ten) years from the date of receipt of the possession thereof.

16. The Occupant hereby agrees and undertakes to become the member of the proposed Co-operative Housing Society and to subscribe to the Model Bye-Laws in the capacity as the holder of a flat on ownership basis, in the proposed new building and to abide by the terms and conditions in that behalf and shall pay his/her contribution as share money, admission fee, deposit for the formation of the society, as and when called upon to do so.

17. The Occupant hereby agrees that when he/she is put in possession of permanent alternate accommodation in the new building, he/she shall surrender the temporary accommodation, if any, in his /her possession and all his/her right title or interest in the temporary premises, if any, shall come to an end.

18. After the delivery of new permanent alternate accommodation, the Occupant shall observe and perform all Rules & Regulations of Municipal Corporation of Greater Mumbai, MIDC and a Co-operative Society which may be formed by occupants of a new



building.

13.

The Occupant covenants that from the date of taking possession of the new premises he /she shall

- (a) not use the same in violation of any provisions of law applicable thereto;
- (b) not use or permit the same to be used for any purpose other than as permissible under any law for the time being in force;
- (c) not cause any nuisance or annoyance to his/her neighbours;
- (d) not throw any dirt, rubbish or other refuse or permit the same to be thrown in the compound or any portion of the said building;
- (e) not do or suffer to be done anything in or to the said building or the said premises or in the staircases and/or common passages which may be against the rules or bye-laws of the Co-operative Society, Municipal Corporation of Greater Mumbai or any other competent authority;
- (f) not do or cause to be done any act, deed, matter or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increased premium to be paid in respect thereof;
- (g) not demolish or cause to be demolished the said premises or any part thereof or make or cause to be



Handwritten signature

made any change, additions or alterations whatsoever thereto or therein;

- (h) not encroach upon or make use of any portion of the building not agreed to be allotted to him/her;
- (i) bear and pay the monthly outgoings towards Municipal taxes, maintenance, common electricity, water charges & such other outgoings in respect of the new premises allotted to him/her.

20. The aforesaid tenantable temporary accommodation and/or new permanent alternate accommodation shall be provided to the occupant free of charge and free of any contribution, by the Developers.

21. The Developers agree to pay Rs.20, 000/- (Rupees Twenty Thousand Only) ^{Per Each Tenement} to the co-operative society or a common organisation which may be formed by the occupants of new premises which may be invested and income from such investment to be used by such society or common organisation to meet the maintenance expenses. If the provision of such maintainance deposit by Developers are approved by Government and law provides for such deposit to be made by the developers.



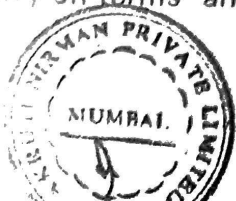
22. The permanent alternate accommodation to be provided shall be on ownership basis.



23. New building to be constructed by the Developers shall be as per the plan which may be sanctioned by the Municipal Corporation of Greater Mumbai and / or MIDC and/or other requisite authorities.

24. The Occupant confirms and states that he/she has no share, right, title, interest or claim in any other premises except in the existing premises and/or tenantable temporary premises or the permanent alternative accommodation which will be provided to him/her. Rest of the property as in the present or which may be developed from time to time and ultimately by the Developers shall belong absolutely to the Developers. The Developers shall be entitled to develop and dispose off the rest of the property as Developers may deem fit and proper, entirely for benefit of the Developers alone.

25. The Occupant hereby appoints (1) Shri. Vyomesh Shah, (2) Shri. Hemant Shah, (3) Shri Satish Babladi and (4) Shri. Laxmikant Babladi as his/her Constituted Attorneys to act jointly and severally in his/her name and on his/her behalf to do all such acts, deeds, matter or things as may be required for the purpose of various permission and sanctions which are required to be obtained from Maharashtra Industrial Development Corporation / Municipal Corporation of Mumbai / Slum Redevelopment Committee / Slum Redevelopment Authority / Maharashtra Housing and Area Development Board / Additional Collector (Encroachment) Government of Maharashtra and all its departments / Office of Collector, Land Revenue etc. as provided under this Agreement and carry on terms and conditions of this Agreement including to sign,



[Handwritten signature]

execute, deliver, file, affirm, amend, alter, withdraw and letter, writing, contract, undertaking, form, return, affidavit as the said Attorneys may deem fit and proper.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FRIST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land or ground situated lying at the following:

F.P.No.	C.T.S.No.	Area
1.	244 to 248	4875.00 sq.m.
2.	93	4656.17
3.	109 to 112, 115 to 117 119, 123, 125	8001.00
4.	142	10570.98
5.	144 (PT) 145, 146	23248.75
6. ✓	42	5218.55
7.	28 to 31, 44 to 46	8119.15
8.	25, 26, 96	8426.87
9.	2	16868.87

of village-Marol, Tal. Andheri in the Registration sub district of Andheri, Mumbai Suburban District admeasuring about 89, 984.62 sq.m.



S. K. Patil

SIGNED AND DELIVERED by the
withinnamed Developers
M's. AKRUTI NIRMAN PVT. LTD.
in the presence of



SIGNED AND DELIVERED by the
withinnamed Occupant
SHRI / SMT.

Shivaram Kukra Shetty

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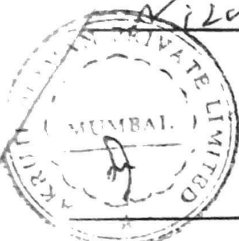
in the presence of

Mukesh B. Patel

[Handwritten signature]

Kizam C. Anandeshi

[Handwritten signature]



We, (1) Indira S. Shetty (2) _____ (3)

_____ and (4) _____ members

of occupant family occupying with him/her in the existing premises so hereby state that what has been stated in the said Agreement is true and we further state that we shall be bound by the terms and conditions of the said agreement and particularly obligations of the occupant under the said Agreement. We state that we have no share, right, title, interest or claim in the existing premises as tenant or otherwise.

Signatures :

(1) Indira S. Shetty

(2)

(3)

(4)

SAIBABA ... SANGH
M. I. D. C. ... Mumbai-93.

[Handwritten signature]
(Mukesh Bi. Patel)



I, Shivaram Kuxa Shetty, the Occupant
herein hereby state that the above Agreement was executed by
me after I / We was / were explained the contents of the
Agreement in Hindi / ~~Marathi~~ / ~~Gujarati~~ / ~~Tamil~~ by
Mr. / ~~Mrs.~~ / ~~Miss~~ Mukesh B. Patel

SKR

(Occupant)

