



Thursday, September 02, 2004

10:57:30 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 6865

गावाचे नाव माहिम

दिनांक 02/09/2004

दस्तऐवजाचा अनुक्रमांक

बबइ2 - 06783 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: अँथोनी एस फर्नांडीस

नोंदणी फी

:-

7000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:-

960.00

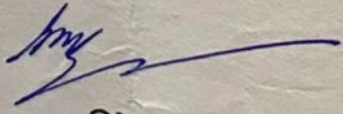
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (48)

एकूण रु.

7960.00

DELIVERED

आपणास हा दस्त अंदाजे 11:12AM ह्या वेळेस मिळेल


दुय्यम निबंधक
मुंबई शहर 2 (वरळी)

बाजार मुल्य: 699000 रु.

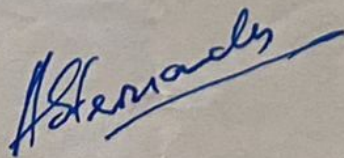
मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 18800 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 23; रक्कम: 7000 रु.; दिनांक: 31/08/2004

सह दुय्यम निबंधक
मुंबई शहर क्र. २.



GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. :

256

Receipt Date :

31/08/2004

Received From :

ANTHONY S FERNANDES

On Account of :

102-(II)

MMRDA Counter No. : 2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
Cash					18800.00

DELIVERED



Case No. :

Lot No. :

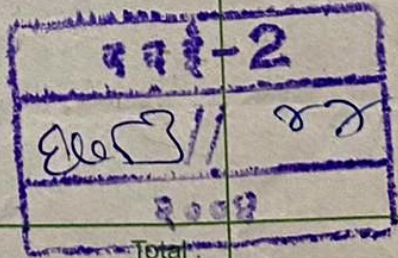
Lot Date :

Total D. O. :

DELIVERED

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPL/ADHV	1	18800	18800.00
Total:				18800.00

DELIVERED



Rs. :

18800.00

Rupees

Eighteen Thousand Eight Hundred -

Cashier / Accountant

Only

Signature / Designation

K. V. DALVI ***

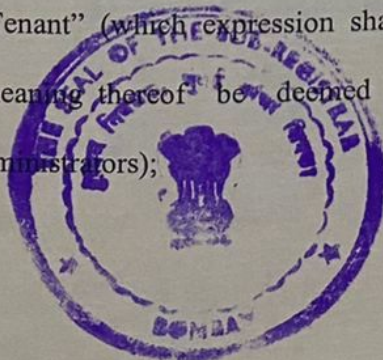
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 २००८
 २००८

**AGREEMENT FOR
 PERMANENT ALTERNATE ACCOMMODATION**

Sh
 ARTICLES OF AGREEMENT made and entered into at Mumbai this 31st day of August Two Thousand Four between: SAQIB AKHTAR RIZVI of Mumbai, Indian Inhabitant carrying on business in the firm name and style of M/s. SAQIB CONSTRUCTIONS at Rizvi House, 1st floor, Junction of Hill Road and St. Martins Road, Bandra (W), Mumbai-400 050 hereinafter called the "DEVELOPER";

AND

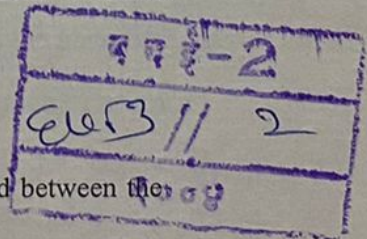
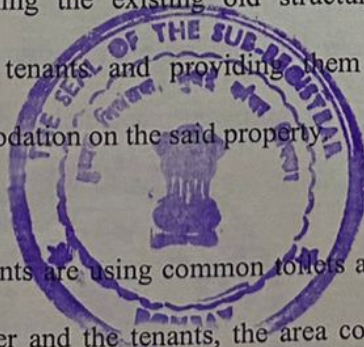
Shri ANTHONY S. FERNANDES of Mumbai, Indian Inhabitant hereinafter called "the Tenant" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his heirs, executors, administrators);



286
 181188007-Engineer Hassan and eight hundred only
 An *Handwritten Signature*
 GENERAL STAMP OFFICE
 FORT, MUMBAI
 MAH-GSO/0063
 INDIA
 Rs. 0018800/- PB 1060
 1287 SPECIAL ADHESIVE
 175813 AUG 31 2004
 STAMP DUTY MAHARASHTRA
31/8/04
 P. V. SHINDE
 Proper Officer
 General Stamp Office, MUMBAI

WHEREAS

- A) By the Conveyance registered under Serial Number 3116 of 1981 dated 23rd day of December 1981 between VALIMOHAMED AHMED and MAHOMED AHMED (therein called the Vendors) of the One Part and Developer herein (therein called the 'Purchasers) of the Other Part, the said Valimohamed Ahmed and another have conveyed to the Developer the land, hereditaments and premises situate, lying and being at Pitamber Lane, Mahim bearing C.S. No. 1216 of Mahim Division and bearing Final Plot No. 457 of Town Planning Scheme No.III admeasuring '2177' square yards or thereabouts and more particularly described in the Schedule there-under written together with the house known as "VICTORY HOUSE" and other chawls standing thereon which are occupied by the Tenants at the price and on the terms and conditions therein mentioned;
- B) Since then the Developer has been in possession of the said property. The structures standing on the said property are occupied by the tenants of the Developer.
- C) The Developer is desirous of developing the said property by demolishing the existing old structures after settling with the existing tenants and providing them with permanent alternate accommodation on the said property.
- D) The tenants are using common toilets and it is agreed between the Developer and the tenants, the area covered by the said common toilets shall be disbursed equally amongst the tenants using the said toilets, while considering the area in possession of each tenant.

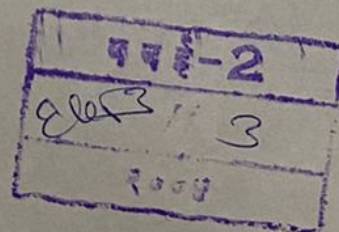


S.B.

- E) The tenant is in occupation of the premises No.1 admeasuring '303.6' sq.ft. (built-up area) equivalent to 28.20 sq. Mtrs built-up or thereabout in the structure standing on the said plot of land more particularly described in the Schedule hereunder written, paying a monthly rent of Rs. 44/- (Rupees forty four only). The Developer has agreed to rehabilitate the Tenant by providing permanent alternate accommodation in the new building of an area equivalent to the area now occupied by the tenant and/or entitled to as stated hereinabove subject to the minimum area of '225' sq.ft. (carpet).
- F) The Developer has further agreed to provide temporary alternate accommodation to the Tenant of equivalent area in the vicinity, during the period of construction of the new building, without payment of any rent but subject to the payment of electricity charges.
- G) The Tenant has agreed to the above.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES hereto as follows:

1. The Developer hereby states that he proposes to construct a new building in phased programme on the said plot of land more particularly described in the Schedule hereunder written in accordance with the plans and specifications to be sanctioned by the Municipal Corporation of Greater Mumbai.

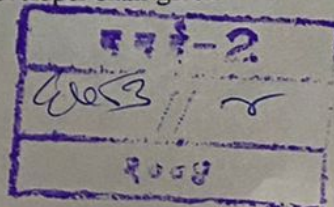
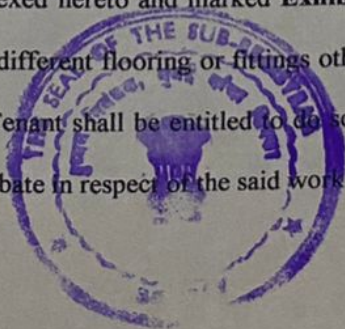


2. The Tenant hereby agrees to co-operate with the Developer in the matter of development of the said property, as long as the said development is as per the approved plans. The Tenant further hereby agrees to sign a letter of No Objection as and when required by the Developer or the Municipal Corporation of Greater Mumbai or any other Public Body or authority for the aforesaid purpose.

3. The Tenant hereby states that he is the tenant in respect of premises No.1 in Chawl No. 'B' admeasuring '303.6' sq.ft. built-up area, equivalent to '28.20' Sq.Mtrs., built-up or thereabout situate at 7, Pitamber Lane, Mahim, Mumbai - 400 016 (which area calculated after taking into consideration, the area of the common toilets), paying a monthly rent of Rs. 44/- .

4. The Tenant hereby agrees and undertakes to hand over vacant and peaceful possession of the premises in his/ occupation to the Developer as hereinafter stated to enable the Developer to demolish the existing building and construct a new building thereon in accordance with the plans to be duly approved by the Municipal Corporation of Greater Mumbai.

5. The Developer hereby agrees to allot to the Tenant a flat No.8 on the 2nd floor of the new building to be constructed on the said property admeasuring '420' sq.ft. (built-up area), equivalent to '39' sq.mtrs or thereabout upon payment of Rs. 4,68,000/- (Rupees four lakhs sixty thousand only). A list of specifications and amenities to be provided for in the said premises is annexed hereto and marked **Exhibit "A"**. In the event the Tenant desires to have different flooring or fittings other than mentioned in the list of amenities, the Tenant shall be entitled to do so and the Developer shall given proportionate rebate in respect of the said work.

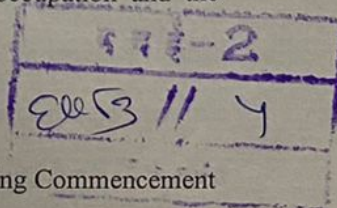
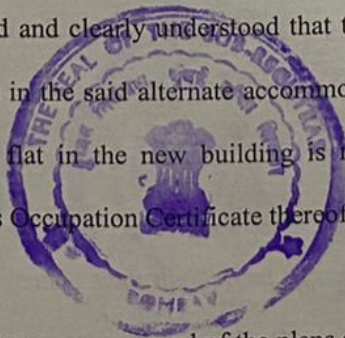


6. If the Tenant desires to acquire any additional area for himself, over and above the allotted area, the Tenant shall intimate about the said decision to the Developer on execution of this Agreement. The Developer agrees to allot the additional area to the Tenant at a rate to be mutually agreed upon and which rate shall be settled before moving into the temporary accommodation. An Agreement to that effect shall be executed between the parties and registered. Stamp duty and registration charges payable on the said agreement shall be borne and paid by the Tenant. It is agreed that the possession of the said flat shall be given to the Tenant only on payment of the full agreed consideration.

7. During the period of construction, the Developer shall provide temporary alternate accommodation to the Tenant, of an equivalent area of the present existing premises. The temporary accommodation shall contain the basic amenities. The Tenant shall move into the said temporary alternate accommodation on the Developer getting the plans for the new building duly approved and obtaining Commencement Certificate thereof. The said temporary alternate accommodation shall be at the cost and expenses of the Developer and the Tenant will not be liable to pay anything towards the same. The Tenant, however, shall pay the electricity charges in respect of the electricity consumed by the Tenant in the said premises.

8. It is agreed and clearly understood that the Tenant shall be entitled to continue to reside in the said alternate accommodation as aforesaid until such time the allotted flat in the new building is ready for occupation and the Developer obtains Occupation Certificate thereof.

9. The Developer, on approval of the plans and obtaining Commencement Certificate thereof and informing the Tenant that the temporary alternate

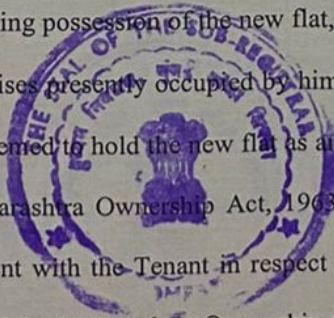
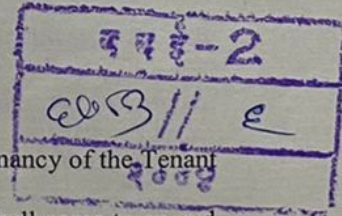


accommodation to be provided for by the Developer to the Tenant is ready, the Tenant shall, within 15 days of the said intimation, move into the said temporary accommodation and hand over vacant possession of the premises in his/her occupation. The cost of moving into the said temporary alternate accommodation shall be borne and paid by the Developer alone. On handing over the vacant possession of the said tenanted premises, the Developer shall be entitled to demolish the existing building and commence construction of the new building thereon.

10. The Developer shall commence the construction of the new building in accordance with the plans and specifications approved by the Municipal Corporation of Greater Mumbai and the said construction shall be constructed within a period of twelve (12) months from the date of such commencement.

11. On the Developer completing the construction of the said new building and obtaining the Occupation Certificate from the Municipal Corporation of Greater Mumbai, the Developer shall inform the Tenant accordingly. Thereafter, within 7 days of the receipt of the said intimation by the Tenant from the Developer, the Tenant shall move into the permanent accommodation allotted to him/her in the new building and handover the temporary alternate accommodation to the Developer.

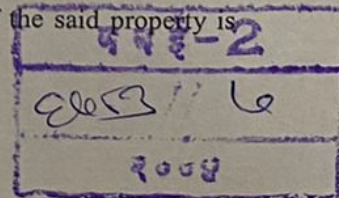
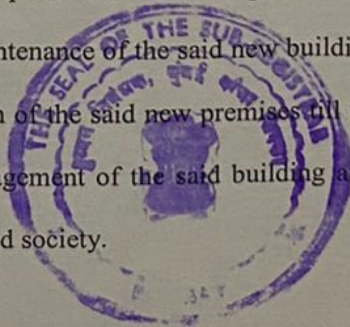
12. The Tenant taking possession of the new flat, the tenancy of the Tenant in respect of the premises presently occupied by him/her shall come to an end and he/she shall be deemed to hold the new flat as an owner thereof, as per the provision of the Maharashtra Ownership Act, 1963 and the Developer shall enter into an agreement with the Tenant in respect of the said new premises under the provision of the Maharashtra Ownership flats Act, 1963. The said agreement shall be duly stamped and registered as required. The stamp duty



and registration charges payable on the said agreement shall be borne and paid by the Tenant.

13. The Tenant shall join as a member of Co-operative Society which will be formed by the Developer/ buyers of all the flats, shops and premises in the said new building and register under Maharashtra Co-operative Societies' Act, 1960 and shall agree to abide by the rules and regulations of the said society and shall agree to pay to the society such amounts as may be payable by him/her to the society. The tenant shall use and occupy the said new premises subject to such rules and regulations of the society. The tenant shall sign the necessary papers for the purpose of becoming a member of the said society at the time of entering into possession of the allotted premises in the new building.

14. The tenant agrees to pay a sum of Rs...../- to the Developer every month on account from the date he/she is put in possession of the said new premises till the management of the said building and the property is handed over by the Developer to the said Co-operative Society upon execution of a Deed of Conveyance in favour of such Co-operative Society in respect of the said property. The tenant shall pay to the Developer the aforesaid amount his/her proportionate share of outgoings in respect of the said premises in the new building, such as taxes, insurance, common lights, salary to pump-man, chowkidar and sweepers and other expenses of an incidental to the management and maintenance of the said new building from the date of taking delivery of possession of the said new premises till the co-operative society is formed and the management of the said building and of the said property is handed over to the said society.



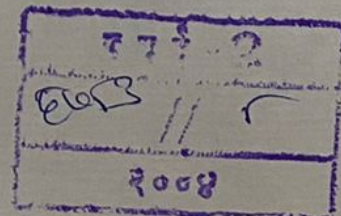
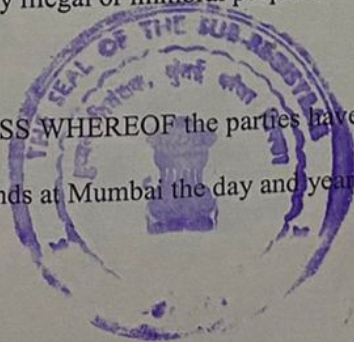
15. The Tenant hereby agrees that he before taking delivery of possession of the said premises keep a deposit of Rs. 2000/- with the Developer without interest as deposit towards maintenance charges and electricity deposit. The said deposit shall be transferred by the Developer to the Co-operative Society on its registration, as aforesaid and after adjusting and/or deducting the electricity deposit.

16. The said premises in the new building proposed to be constructed and agreed to be allotted as alternate accommodation to the tenant is delineated on the plan thereof hereto annexed and thereon surrounded by red coloured boundary.

17. The tenant hereby agrees to pay a sum of Rs. 350/- towards share money and entrance fee at the time of developer handing over possession of flat in the new building, to enable the Developer to get the Housing Society registered.

18. The tenant shall not use the said premises or permit the same to be used for any purpose for which it is allotted by the Developer and allowed by the Mumbai Municipal Corporation nor for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other flats, shops and premises in the said new building or to the Owners of the neighbouring property nor for any illegal or immoral purpose.

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



THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of freehold land situate at Upper Mahim, Pitamber Lane in the Registration Sub-District and District of Mumbai City and Mumbai Suburban bearing Cadastral Survey No.1216 of Mahim Division and registered by the Collector of Land Revenue under New No.4249 and bearing Final Plot No.457 of Town Planning Scheme No.III and assessed by the Assessor and Collector under 'G' Ward Nos. 5793 (1) and 5794 (1) Street Nos. 269 and 7 admeasuring about 2177 square yards equivalent to 1829.20 square metres or thereabouts with a house thereon being known as "Victory House" and bounded as follows:

- On or towards the North : by the property of a Hindu gentlemen;
- On or towards the South : by the public passage;
- On or towards the East : by the property of Mendes and St. Michael's Church
- On or towards the West : by Public Road.

SIGNED SEALED AND DELIVERED by the]

Within-named "DEVELOPER"]

M/s. SAQIB CONSTRUCTIONS]

Through Mr. SAQIB AKHTAR RIZVI]

In the presence of]

SAQIB CONSTRUCTIONS

S.A.
C. A. For Proprietor

Ismael

SIGNED AND DELIVERED by the]

Within-named "TENANT"]

ANTHONY S. FERNANDES]

in the presence of]

Antony S. Fernandes

WITNESSES:

1. *Ismael*
2. *Antony S. Fernandes*

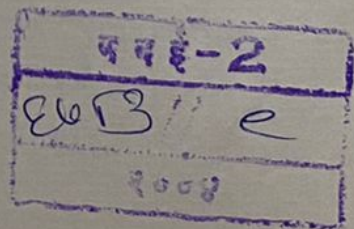
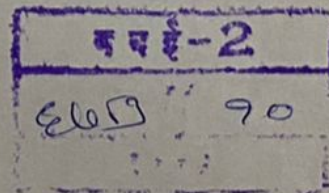
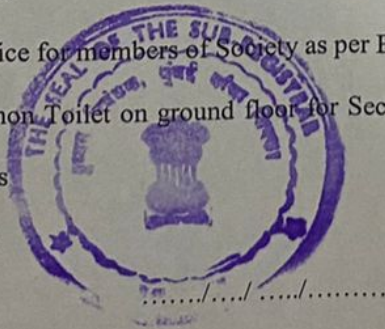


EXHIBIT- 'A'**AMENITIES IN FLATS**

1. **Flooring:**
Hall Bed-room & Kitchen – Ceramic tiles
2. **Toilets :**
Glazed tiles flooring and dado upto 6' high
Wash Basin of 18" x 11"
3. **Kitchen :**
Raised Marble platform and stainless steel sink
4. **Doors :**
Hot pressed flush doors – one side veneered and other side paint finished, French
polished. Main door to be fitted with Night Latch and Peep-hole
5. **Windows:**
Aluminium windows with Transparent glass in Hall Bed-room and kitchen
6. Concealed Electric Copper wiring for lighting and domestic use
Concealed wiring for Telephone connections in Hall
Concealed wiring for TV Cable connection in Hall
7. **Water Supply** as per the rules and regulation of Bombay Municipal Corporation.
8. Society office for members of Society as per B.M.C. Rules.
9. One Common Toilet on ground floor for Security Guard and Servants of members of Society.



6783

~~Steve~~

2/9

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DATED THIS 31st DAY OF AUGUST 2004

BETWEEN

M/s. SAQIB CONSTRUCTIONS
... Developers

AND

✓ ANTHONY S. FERNANDES
... Tenant

AGREEMENT FOR
PERMANENT ALTERNATE
ACCOMMODATION